



Meetings are held at the  
Ilwaco Community Building Meeting Room  
158 First Ave North in Ilwaco, WA

**CITY OF ILWACO  
CITY COUNCIL MEETING**

**Monday, June 9, 2014  
6:00 p.m. REGULAR COUNCIL MEETING  
AGENDA**

**A. Call to order**

**B. Flag Salute**

**C. Roll Call**

**D. Approval of Agenda**

**E. Consent Agenda**

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine and will be enacted with one motion unless a council member specifically requests it to be removed from the Consent Agenda to be considered separately. The staff recommends the approval of the following items:

1. Approval of Minutes (TAB 1)
    - a. May 27, 2014, Workshop
    - b. May 27, 2014, Regular Meeting
  2. Claims & Vouchers (TAB 2)
    - a. Checks: 36597 to 36605 + Electronic \$32,704.56
    - b. Checks: 36606 to 36651 \$210,909.79
- GRAND TOTAL: \$243,614.35

**F. Reports**

1. Staff Reports (TAB 3)
  - a. Police Chief's Report
  - b. Water Plant Supervisor's Report
2. Council Reports
3. Mayor's Report

**G. Comments of Citizens and Guests Present**

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

**H. Business**

1. Proposed Marijuana Legislation, amendments to Title 15 of IMC (TAB 4) – *Cassinelli & Crater*

**I. Discussion**

1. **CresComm License Agreement** (TAB 9) – *Forner & Mulinix*
2. **Purchase of two 35 horsepower Flygt Pumps from Whitney Equipment Company, Inc** (TAB 10) – *Cassinelli*
3. **City Center Reservoir** (TAB 11) – *Cassinelli*
4. **Interlocal Agreement between DOR and City of Ilwaco for Business Licensing services** (TAB 12) – *Cassinelli*
5. **Contract to Purchase Adsorption Clarifier** (TAB 13) – *Cassinelli*

**J. Correspondence and Written Reports**

**K. Future Discussion/Agendas**

1. Amended Procedures Ordinance — *City Planner*

**M. Adjournment**

**N. Upcoming Meetings**

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	06/09/14 06/23/14	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Friday	06/13/14 07/11/14	5:00 p.m.	Community Building
Planning Commission	Regular Meeting <i>(meetings subject to cancellation if there is no business to transact)</i>	Tuesday	06/17/14	6:00 p.m.	Community Building
Port/City Council Meeting	Will resume in October	Tuesday	10/14/14	6:00 p.m.	Port Meeting Room





**CITY OF ILWACO**  
**City Center Reservoir Project Workshop**  
**Tuesday, May 27, 2014**

**A. Call to Order**

Mayor Cassinelli called the workshop to order at 5:14 p.m.

**B. Present:** Councilmembers: Fred Marshall, Jon Chambreau, Gary Forner and David Jensen (arrived at 5:35); City Engineer Nancy Lockett, Gray & Osborne; Citizens: Tom Williams; Deputy City Clerk Ariel Smith

**C. 500,000-Gallon Reservoir Project**

1. Mayor Cassinelli started the meeting off with a description of the issue at hand. There was a miscalculation in the survey by G&O which caused the overflow of the new reservoir to be approximately 3 feet lower than originally planned. However, this does not change the fact that the reservoir still has a capacity of 500,000 gallons. What it does affect, is the existing steel reservoir from reaching its capacity. At this time there have been multiple solutions thrown around and various ideas on how to resolve this issue. Nancy presented what G&O thought would be the best solution, to install a 10-inch extension to the overflow riser in the glass-fused reservoir. She also presented the other two options, increasing the maximum operating level elevation and installing an altitude valve. There was a lot of discussion around this suggestion, and a lot of talk about other compensation that G&O could possibly provide the City. Nancy suggested that they could also do the specs for painting the existing tank. This item was then added to the regular meeting agenda as a walk on.

2. Next meeting: Added to the regular meeting agenda as a discussion item.

**D. Adjournment**

Mayor Cassinelli adjourned the workshop at 6:02 p.m.

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Mike Cassinelli, Mayor

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Ariel Smith, Deputy City Clerk



**CITY OF ILWACO  
CITY COUNCIL MEETING  
Tuesday, May 27, 2014**

**A. Call to order**

Mayor Cassinelli called the meeting to order at 6:02pm

**B. Flag Salute**

The Pledge of Allegiance was recited.

**C. Roll Call**

Present: Mayor Cassinelli and Councilmembers Jensen, Mulinix, Marshall, Chambreau and Forner.

**D. Approval of Agenda**

Councilmember Marshall requested that a discussion item be added for City Center Reservoir.

**ACTION: Motion to approve agenda with amendment (Mulinix/Forner). 5 Ayes 0 Nays 0 Abstain.**

**E. Approval of Consent Agenda**

Including Checks 36569 to 36571 + electronic totaling \$19,135.40 and Checks 36572 to 36596 totaling \$43,301.31 for a grand total of \$62,436.71

**ACTION: Motion to approve the consent agenda. (Mulinix/Jensen). 5 Ayes 0 Nays 0 Abstain.**

**F. Reports**

**1. Staff Reports**

- a. Fire Chief Williams reported that there was to be a multiple department fire drill on Wednesday May 28<sup>th</sup>. Long Beach Police told him they will be too busy to participate.
- b. Treasurer McMillan provided a written report.
- c. Wastewater Supervisor Hazen provided a written report on the status of the wastewater treatment facility.
- d. Public Works Supervisor McKee provided a written report on the stages of various projects.
- e. The Building Inspector Matt Bonney provided a report on recent building permits issued within Ilwaco city limits.

## **2. Council Reports**

- a. Councilmember Mulinix reported that she attended the marketing meeting and the County Disaster Preparedness Class.
- b. Councilmember Forner reported that he attended the marketing meeting. He also thanked all of the veterans and service people, staff and volunteer.

## **3. Mayor's Report**

- a. Mayor Cassinelli reported that he attended the Bank of the Pacific workshop and the Port of Ilwaco regular meeting. He made note of the fact that Rognlin's had started construction on May 19<sup>th</sup> for the Elizabeth St. Project.

## **G. Comments of Citizens and Guests Present**

## **H. Public Hearing**

### **1. 6-year Transportation Improvement Program**

The Mayor closed the regular meeting at 6:16pm and opened the Public Hearing for the 6-year Transportation Improvement Program. There were no comments and the hearing was closed at 6:17pm, at that time the regular meeting re-opened.

## **I. Business**

### **1. 6-year Transportation Improvement Program**

**ACTION: Motion to adopt the proposed resolution revising and extending the six-year transportation improvement program from 2015-2020 (Jensen/Mulinix). 5 Ayes 0 Nays 0 Abstain.**

## **J. Discussion**

**1. City Center Reservoir** Councilmember Chambreau inquired if there would be some sort of monetary settlement that could be worked out between the City of Ilwaco and Gray & Osborne. Councilmember Marshall mentioned that he calculated that the City lost approximately \$1.63 per gallon or \$82,000 total loss in performance. Nancy Lockett from Gray & Osborne stated that the reservoir is at 500,000 gallons capacity, the original amount agreed upon. She also mentioned that it would cost Gray & Osborne roughly \$22,000 to correct their error. She also said that she could include the specs for painting the reservoir in the "settlement". There continued to be some discussion on possible solutions and it was decided this item would stay on discussion at the next meeting.

**ACTION: Keep on discussion for the next meeting.**

### **2. Marijuana Legislation**

Ryan Crater attended the meeting and answered various questions from the Councilmembers, the main concern was the buffer zone map. The map will be distributed to the Councilmembers via email. **ACTION: Motion to move to business at the next meeting**

## **K. Correspondence and Written Reports**

**L. Adjournment**

**ACTION: Motion to adjourn the meeting (Forner/Mulinix).** Mayor Cassinelli adjourned the meeting at 7:05 p.m.

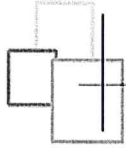
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Mike Cassinelli, Mayor

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Ariel Smith, Deputy City Clerk





## Register

Number	Name	Fiscal Description	Cleared	Amount
<u>36597</u>	Fero, Jimmie W	2014 - June - First meeting		\$1,039.91
<u>36598</u>	Gardner, Daryl W	2014 - June - First meeting		\$1,911.01
<u>36599</u>	Jensen, David	2014 - June - First meeting		\$181.52
<u>36600</u>	Schweizer, Dennis	2014 - June - First meeting		\$2,165.40
<u>36601</u>	Williams, Thomas R	2014 - June - First meeting		\$889.89
<u>36602</u>	AWC - Life Insurance	2014 - June - First meeting		\$13.40
<u>36603</u>	AWC Employee Benefit Trust	2014 - June - First meeting		\$4,878.45
<u>36604</u>	Dept of Retirement - Def Comp	2014 - June - First meeting		\$155.00
<u>36605</u>	Dept of Retirement Systems	2014 - June - First meeting		\$5,537.57
ACH Pay - 1125	Benson, Austin	2014 - June - First meeting		\$968.15
ACH Pay - 1109	Cassinelli, Michael	2014 - June - First meeting		\$422.61
ACH Pay - 1110	Chambreau, Jon H.	2014 - June - First meeting		\$181.52
ACH Pay - 1112	Forner, Gary	2014 - June - First meeting		\$374.26
ACH Pay - 1114	Gustafson, David M.	2014 - June - First meeting		\$1,528.16
ACH Pay - 1115	Hazen, Warren M.	2014 - June - First meeting		\$1,756.28
ACH Pay - 1117	Marshall, Fred	2014 - June - First meeting		\$181.52
ACH Pay - 1118	Mc Kee, David A	2014 - June - First meeting		\$1,749.08
ACH Pay - 1119	Mc Millan, Elaine	2014 - June - First meeting		\$1,109.17
ACH Pay - 1120	Mulinix, Vinessa	2014 - June - First meeting		\$180.32
ACH Pay - 1122	Smith, Ariel	2014 - June - First meeting		\$894.42
ACH Pay - 1123	Staples, Terri P	2014 - June - First meeting		\$371.36
<u>EFT 6-5-14 1</u>	U.S. Treasury Department	2014 - June - First meeting		\$5,215.56
<u>EFT 6-5-14 2</u>	Discovery Benefits	2014 - June - First meeting		\$1,000.00
				<b>\$32,704.56</b>

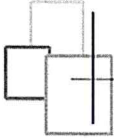
We, the undersigned members of the city council of the City of Ilwaco, Pacific County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the voucher numbers 36597 through 36605 and electronic payments totalling \$32,704.56 are approved this 9th day of June, 2014.

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Council member



# Register

Fiscal: 2014

Number	Name	Print Date	Clearing Date	Amount
<b>Bank of the Pacific</b>	<b>8023281</b>			
<b>Check</b>				
<u>36606</u>	A-1 Redi Mix	6/9/2014		\$118.58
<u>36607</u>	ABECO Office Systems	6/9/2014		\$82.28
<u>36608</u>	Alsco-American Linen Div.	6/9/2014		\$32.31
<u>36609</u>	Art's Auto Parts, Inc.	6/9/2014		\$32.69
<u>36610</u>	Backflow Management Inc.	6/9/2014		\$950.00
<u>36611</u>	Baileys Saw Shop Inc.	6/9/2014		\$155.18
<u>36612</u>	Beach Batteries, Inc	6/9/2014		\$244.38
<u>36613</u>	Calvert Technical Services, Inc.	6/9/2014		\$4,320.57
<u>36614</u>	Cartomation, Inc.	6/9/2014		\$50.00
<u>36615</u>	Cascade Columbia Distribution Co.	6/9/2014		\$9,372.47
<u>36616</u>	Chinook Observer	6/9/2014		\$377.40
<u>36617</u>	Cities Insurance Association of WA	6/9/2014		\$250.00
<u>36618</u>	City of Ilwaco	6/9/2014		\$2,881.42
<u>36619</u>	City of Long Beach	6/9/2014		\$15,261.69
<u>36620</u>	Coast Rehabilitation Services	6/9/2014		\$35.00
<u>36621</u>	Dennis CO	6/9/2014		\$437.78
<u>36622</u>	Department of Commerce - PWTF	6/9/2014		\$95,763.09
<u>36623</u>	GC Systems	6/9/2014		\$344.42
<u>36624</u>	Goulter Diamond Bar Ranch	6/9/2014		\$1,333.33
<u>36625</u>	Grundfos CBS Inc.	6/9/2014		\$1,575.00
<u>36626</u>	HD Fowler Company	6/9/2014		\$1,492.10
<u>36627</u>	Heather Reynolds, Attorney	6/9/2014		\$1,422.00
<u>36628</u>	Home Depot Credit Services	6/9/2014		\$115.54
<u>36629</u>	IPFS Corporation	6/9/2014		\$5,268.66
<u>36630</u>	K & L Supply, Inc.	6/9/2014		\$85.12
<u>36631</u>	LEAF	6/9/2014		\$129.88
<u>36632</u>	Long Beach Commercial Security	6/9/2014		\$915.22
<u>36633</u>	Michael S. Turner	6/9/2014		\$412.00
<u>36634</u>	Nancy McAllister	6/9/2014		\$412.00
<u>36635</u>	Oman & Son	6/9/2014		\$1,359.31
<u>36636</u>	One Call Concepts, Inc.	6/9/2014		\$21.51
<u>36637</u>	Oregon Wholesale Seed Co.	6/9/2014		\$1,353.00
<u>36638</u>	Pacific CO Health Dept.	6/9/2014		\$18.35
<u>36639</u>	Peninsula Sanitation Service, Inc.	6/9/2014		\$331.73
<u>36640</u>	Platt	6/9/2014		\$307.42
<u>36641</u>	Rognlin's, Inc	6/9/2014		\$42,252.50
<u>36642</u>	Sid's IGA	6/9/2014		\$18.90
<u>36643</u>	Sunset Auto Parts Inc.	6/9/2014		\$470.15
<u>36644</u>	Tidy By The Sea, LLC	6/9/2014		\$455.00
<u>36645</u>	US Postmaster	6/9/2014		\$112.00
<u>36646</u>	Visa	6/9/2014		\$548.29
<u>36647</u>	Vision Municipal Solutions, Llc	6/9/2014		\$610.45
<u>36648</u>	WA State Dept. of Ecology	6/9/2014		\$2,359.44
<u>36649</u>	Wilcox & Flegel Oil Co.	6/9/2014		\$1,430.81
<u>36650</u>	William R. Penoyar, Attorney at Law	6/9/2014		\$412.00
<u>36651</u>	Wirkkala Construction	6/9/2014		\$14,978.82
Total Check				\$210,909.79
Total 8023281				\$210,909.79
Grand Total				\$210,909.79

## CERTIFICATION

We, the undersigned do hereby certify under penalty of perjury that the material have been furnished, the services rendered or the labor performed that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation. The voucher numbers 36606 through 36651 are approved for

payment in the amount of \$210,909.79

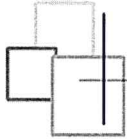
This \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Council member



## Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A-1 Redi Mix	36606	2014 - June - First meeting			
		Invoice - 6/3/2014 9:14:56 AM			
		806			
		001-000-000-576-80-31-00	Office & Operating Supplies	\$37.73	
		Total Invoice - 6/3/2014 9:14:56 AM			\$37.73
		Invoice - 6/3/2014 9:15:51 AM			
		808			
		001-000-000-576-80-31-00	Office & Operating Supplies	\$80.85	
		Total Invoice - 6/3/2014 9:15:51 AM			\$80.85
	Total 36606				\$118.58
Total A-1 Redi Mix					\$118.58
ABECO Office Systems	36607	2014 - June - First meeting			
		Invoice - 6/3/2014 11:52:02 AM			
		001-000-000-514-20-31-00	Office & Operating Supplies	\$20.57	
		101-000-000-543-30-30-00	Office And Operating	\$20.57	
		401-000-000-534-00-31-00	Operation & Maintenance	\$20.57	
		409-000-000-535-00-31-01	Operations And Maintenance	\$20.57	
		Total Invoice - 6/3/2014 11:52:02 AM			\$82.28
	Total 36607				\$82.28
Total ABECO Office Systems					\$82.28
Alsco-American Linen Div.	36608	2014 - June - First meeting			
		Invoice - 6/3/2014 9:16:15 AM			
		LPOR1215782			
		001-000-000-576-80-31-00	Office & Operating Supplies	\$8.08	
		101-000-000-543-30-30-00	Office And Operating	\$8.08	
		401-000-000-534-00-31-00	Operation & Maintenance	\$8.08	
		409-000-000-535-00-31-01	Operations And Maintenance	\$8.07	
		Total Invoice - 6/3/2014 9:16:15 AM			\$32.31
	Total 36608				\$32.31
Total Alsco-American Linen Div.					\$32.31
Art's Auto Parts, Inc.	36609	2014 - June - First meeting			
		Invoice - 6/3/2014 9:19:55 AM			
		115454			
		001-000-000-576-80-31-00	Office & Operating Supplies	\$9.06	
		Total Invoice - 6/3/2014 9:19:55 AM			\$9.06
		Invoice - 6/3/2014 9:20:29 AM			
		001-000-000-576-80-31-00	Office & Operating Supplies	\$23.63	
		17525			
		Total Invoice - 6/3/2014 9:20:29 AM			\$23.63
	Total 36609				\$32.69
Total Art's Auto Parts, Inc.					\$32.69
Backflow Management Inc.	36610	2014 - June - First meeting			
		Invoice - 6/3/2014 9:22:45 AM			
		7083			
		401-000-000-534-00-41-00	Professional Services	\$950.00	
		Total Invoice - 6/3/2014 9:22:45 AM			\$950.00
	Total 36610				\$950.00
Total Backflow Management Inc.					\$950.00
Baileys Saw Shop Inc.	36611	2014 - June - First meeting			
		Invoice - 6/3/2014 9:21:06 AM			
		50114001			
		001-000-000-576-80-31-00	Office & Operating Supplies	\$107.79	
		Total Invoice - 6/3/2014 9:21:06 AM			\$107.79
		Invoice - 6/3/2014 9:21:33 AM			
		52714011			
		001-000-000-576-80-31-00	Office & Operating Supplies	\$37.74	
		Total Invoice - 6/3/2014 9:21:33 AM			\$37.74
		Invoice - 6/3/2014 9:21:44 AM			
		52714015			
		001-000-000-576-80-31-00	Office & Operating Supplies	\$9.65	
		Total Invoice - 6/3/2014 9:21:44 AM			\$9.65
	Total 36611				\$155.18
Total Baileys Saw Shop Inc.					\$155.18



Beach Batteries, Inc 36612		2014 - June - First meeting	
	Invoice - 6/3/2014 12:02:34 PM		
	30270		
	409-000-000-535-00-31-01	Operations And Maintenance	\$121.60
	Total Invoice - 6/3/2014 12:02:34 PM		\$121.60
	Invoice - 6/3/2014 9:22:10 AM		
	30300		
	401-000-000-534-00-31-00	Operation & Maintenance	\$122.78
	Total Invoice - 6/3/2014 9:22:10 AM		\$122.78
Total 36612			\$244.38
Total Beach Batteries, Inc			\$244.38
Calvert Technical Services, Inc. 36613		2014 - June - First meeting	
	Invoice - 6/3/2014 9:23:07 AM		
	3823		
	409-000-000-535-00-41-02	Professional Services - Computer	\$1,373.32
	Total Invoice - 6/3/2014 9:23:07 AM		\$1,373.32
	Invoice - 6/3/2014 9:23:41 AM		
	3822		
	409-000-000-535-00-41-02	Professional Services - Computer	\$2,947.25
	Total Invoice - 6/3/2014 9:23:41 AM		\$2,947.25
Total 36613			\$4,320.57
Total Calvert Technical Services, Inc.			\$4,320.57
Cartomation, Inc. 36614		2014 - June - First meeting	
	Invoice - 6/3/2014 9:12:55 AM		
	001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00
		GIS map storage	
	Total Invoice - 6/3/2014 9:12:55 AM		\$50.00
Total 36614			\$50.00
Total Cartomation, Inc.			\$50.00
Cascade Columbia Distribution Co. 36615		2014 - June - First meeting	
	Invoice - 6/3/2014 9:24:01 AM		
	616187		
	401-000-000-534-00-31-01	Chemicals	\$10,132.47
	Total Invoice - 6/3/2014 9:24:01 AM		\$10,132.47
	Invoice - 6/3/2014 9:24:25 AM		
	613252		
	401-000-000-534-00-31-01	Chemicals	(\$240.00)
	Total Invoice - 6/3/2014 9:24:25 AM		(\$240.00)
	Invoice - 6/3/2014 9:25:04 AM		
	616957		
	401-000-000-534-00-31-01	Chemicals	(\$520.00)
	Total Invoice - 6/3/2014 9:25:04 AM		(\$520.00)
Total 36615			\$9,372.47
Total Cascade Columbia Distribution Co.			\$9,372.47
Chinook Observer 36616		2014 - June - First meeting	
	Invoice - 6/3/2014 11:56:48 AM		
	MQ39852		
	001-000-000-573-90-49-00	Black Lake Fishing Derby	\$206.40
	Total Invoice - 6/3/2014 11:56:48 AM		\$206.40
	Invoice - 6/3/2014 9:25:23 AM		
	160-14		
	001-000-000-511-30-44-00	Official Publications	\$44.55
	Total Invoice - 6/3/2014 9:25:23 AM		\$44.55
	Invoice - 6/3/2014 9:25:44 AM		
	161-14		
	001-000-000-511-30-44-00	Official Publications	\$72.90
	Total Invoice - 6/3/2014 9:25:44 AM		\$72.90
	Invoice - 6/3/2014 9:25:56 AM		
	155-14		
	001-000-000-511-30-44-00	Official Publications	\$53.55
	Total Invoice - 6/3/2014 9:25:56 AM		\$53.55
Total 36616			\$377.40
Total Chinook Observer			\$377.40
Cities Insurance Association of WA 36617		2014 - June - First meeting	
	Invoice - 6/3/2014 9:26:23 AM		
	9698		
	001-000-000-511-60-46-00	Insurances	\$26.15
	001-000-000-522-50-46-00	Insurance	\$33.88
	001-000-000-572-50-46-00	Insurance	\$38.70
	001-000-000-576-80-46-00	Insurance	\$8.15
	101-000-000-543-30-40-01	Insurance	\$5.00
	104-000-000-557-30-46-00	Heritage Museum - Insurance	\$19.60
	401-000-000-534-00-46-00	Insurance	\$66.80
	408-000-000-531-38-46-00	Insurance	\$2.38
	409-000-000-535-00-46-00	Insurance	\$49.34

Total Invoice - 6/3/2014 9:26:23 AM		\$250.00
Total 36617		\$250.00
Total Cities Insurance Association of WA		\$250.00
City of Ilwaco		
36618	2014 - June - First meeting	
Invoice - 6/3/2014 9:56:39 AM		
001-000-000-511-60-47-02	City Sewer - Museum	\$39.75
001-000-000-514-20-47-02	Water - City Hall	\$51.41
001-000-000-514-20-47-03	Sewer - City Hall	\$76.74
001-000-000-514-20-47-04	Storm Drainage	\$25.11
001-000-000-522-50-47-01	Water	\$194.42
001-000-000-522-50-47-02	Sewer	\$311.82
001-000-000-522-50-47-03	Storm Drainage	\$61.14
001-000-000-572-50-47-01	City Water	\$155.34
001-000-000-572-50-47-02	City Sewer	\$225.64
001-000-000-572-50-47-03	Storm Drainage	\$9.83
001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk Lake	\$275.50
001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$183.77
001-000-000-576-80-47-03	Storm Drainage	\$29.48
409-000-000-535-00-47-02	Water	\$505.90
409-000-000-535-00-47-03	Sewer	\$706.10
409-000-000-535-00-47-05	Storm Drainage	\$29.47
Total Invoice - 6/3/2014 9:56:39 AM		\$2,881.42
Total 36618		\$2,881.42
Total City of Ilwaco		\$2,881.42
City of Long Beach		
36619	2014 - June - First meeting	
Invoice - 6/3/2014 9:11:13 AM		
001-000-000-521-10-50-00	Law Enforcement Contract	\$15,261.69
Total Invoice - 6/3/2014 9:11:13 AM		\$15,261.69
Total 36619		\$15,261.69
Total City of Long Beach		\$15,261.69
Coast Rehabilitation Services		
36620	2014 - June - First meeting	
Invoice - 6/3/2014 9:58:31 AM		
647114		
001-000-000-514-20-31-00	Office & Operating Supplies	\$35.00
Total Invoice - 6/3/2014 9:58:31 AM		\$35.00
Total 36620		\$35.00
Total Coast Rehabilitation Services		\$35.00
Dennis CO		
36621	2014 - June - First meeting	
Invoice - 6/3/2014 11:58:51 AM		
001-000-000-576-80-31-00	Office & Operating Supplies	\$143.69
101-000-000-543-30-30-00	Office And Operating	\$32.75
401-000-000-534-00-31-00	Operation & Maintenance	\$195.91
409-000-000-535-00-31-01	Operations And Maintenance	\$65.43
Total Invoice - 6/3/2014 11:58:51 AM		\$437.78
Total 36621		\$437.78
Total Dennis CO		\$437.78
Department of Commerce - PWTF		
36622	2014 - June - First meeting	
Invoice - 6/4/2014 11:52:53 AM		
pwtf149556		
403-000-000-397-00-72-07	Trans From Sewer PWTF 09-951-	(\$10,054.01)
403-000-000-591-35-72-07	PWTF PR09-951-050	\$9,954.47
403-000-000-592-34-80-07	PWTF PR09-951-050	\$99.54
409-000-000-597-00-00-13	WWTP to 403 PWTF PR09-951-050	\$10,054.01
Total Invoice - 6/4/2014 11:52:53 AM		\$10,054.01
Invoice - 6/4/2014 11:54:30 AM		
pwtf94474		
403-000-000-397-00-00-05	Transfer-Sewer Pwtf 04-691	(\$1,660.81)
403-000-000-591-34-70-03	Pwtf 04-691 Principal	\$1,496.23
403-000-000-592-34-80-03	Ptwf 04-691 Interest	\$164.58
408-000-000-591-38-72-02	Pw-04-691 Principal	\$1,496.23
408-000-000-592-31-83-02	Pw-04-691 Interest	\$164.58
409-000-000-597-00-00-12	TO 403 Wwtp Pwtf Red04-691-Pre	\$1,660.81
Total Invoice - 6/4/2014 11:54:30 AM		\$3,321.62
Invoice - 6/4/2014 11:59:00 AM		
pwtf163258		
403-000-000-397-00-00-06	Transfer-Sewer Pwtf 05-691	\$25,122.99
403-000-000-591-34-70-04	Pwtf 05-691 Principal	\$20,260.48
403-000-000-592-34-80-04	Pwtf 05-691 Interest	\$4,862.51
408-000-000-591-38-72-03	Pw-05-691-023 Principal	\$20,260.48
408-000-000-592-31-83-03	Pw-05-691-023 Interest	\$4,862.52
409-000-000-597-00-00-11	TO 403 Wwtp Pwtf Red05-691-023	(\$25,122.99)
Total Invoice - 6/4/2014 11:59:00 AM		\$50,245.99
Invoice - 6/4/2014 12:02:58 PM		
PWTF99159		
403-000-000-397-00-72-04	Tran From Sewer Pwtf06-962-017	(\$13,375.34)
403-000-000-591-35-72-04	Pwtf - 06-962-0017 Principal	\$12,559.00

	403-000-000-592-35-80-04	Pwtf - 06-962-0017 Interest	\$816.34
	409-000-000-597-00-00-10	TO 403 Wwtp Pwtf 06-962-017	\$13,375.34
	<b>Total Invoice - 6/4/2014 12:02:58 PM</b>		<b>\$13,375.34</b>
	Invoice - 6/4/2014 12:04:27 PM		
	PWTF59834		
	401-000-000-591-34-72-01	Principal Pwtf - 04-65104-013	\$3,993.81
	401-000-000-592-34-83-01	Interest Pwtf - 04-65104-013	\$79.88
	<b>Total Invoice - 6/4/2014 12:04:27 PM</b>		<b>\$4,073.69</b>
	Invoice - 6/4/2014 12:05:44 PM		
	pwtf62153		
	403-000-000-397-00-00-03	Transfer-Sewer Pwtf97-791-007	(\$14,692.44)
	403-000-000-591-34-70-01	Pwtf 97-791-007 Principal	\$13,118.25
	403-000-000-592-34-80-01	Pwtf 97-791-007 Interest	\$1,574.19
	409-000-000-597-00-00-05	Wwtp - TO 403 Pwtf Redemption	\$14,692.44
	<b>Total Invoice - 6/4/2014 12:05:44 PM</b>		<b>\$14,692.44</b>
	<b>Total 36622</b>		<b>\$95,763.09</b>
<b>Total Department of Commerce - PWTF</b>			<b>\$95,763.09</b>
<b>GC Systems</b>			
<b>36623</b>		<b>2014 - June - First meeting</b>	
	Invoice - 6/3/2014 10:38:13 AM		
	29038A		
	401-000-000-534-00-31-00	Operation & Maintenance	\$344.42
	<b>Total Invoice - 6/3/2014 10:38:13 AM</b>		<b>\$344.42</b>
	<b>Total 36623</b>		<b>\$344.42</b>
<b>Total GC Systems</b>			<b>\$344.42</b>
<b>Goulter Diamond Bar Ranch</b>			
<b>36624</b>		<b>2014 - June - First meeting</b>	
	Invoice - 6/3/2014 9:12:45 AM		
	409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$1,333.33
	sludge site		
	<b>Total Invoice - 6/3/2014 9:12:45 AM</b>		<b>\$1,333.33</b>
	<b>Total 36624</b>		<b>\$1,333.33</b>
<b>Total Goulter Diamond Bar Ranch</b>			<b>\$1,333.33</b>
<b>Grundfos CBS Inc.</b>			
<b>36625</b>		<b>2014 - June - First meeting</b>	
	Invoice - 6/3/2014 10:07:18 AM		
	1900106046		
	401-000-000-534-00-35-00	Small Tools & Equipment	\$1,575.00
	<b>Total Invoice - 6/3/2014 10:07:18 AM</b>		<b>\$1,575.00</b>
	<b>Total 36625</b>		<b>\$1,575.00</b>
<b>Total Grundfos CBS Inc.</b>			<b>\$1,575.00</b>
<b>HD Fowler Company</b>			
<b>36626</b>		<b>2014 - June - First meeting</b>	
	Invoice - 6/3/2014 10:08:13 AM		
	I3638295		
	401-000-000-534-00-31-00	Operation & Maintenance	\$187.05
	<b>Total Invoice - 6/3/2014 10:08:13 AM</b>		<b>\$187.05</b>
	Invoice - 6/3/2014 10:08:41 AM		
	I3637209		
	401-000-000-534-00-31-00	Operation & Maintenance	\$1,305.05
	<b>Total Invoice - 6/3/2014 10:08:41 AM</b>		<b>\$1,305.05</b>
	<b>Total 36626</b>		<b>\$1,492.10</b>
<b>Total HD Fowler Company</b>			<b>\$1,492.10</b>
<b>Heather Reynolds, Attorney</b>			
<b>36627</b>		<b>2014 - June - First meeting</b>	
	Invoice - 6/3/2014 10:09:07 AM		
	001-000-000-515-30-41-00	Legal Services	\$1,422.00
	<b>Total Invoice - 6/3/2014 10:09:07 AM</b>		<b>\$1,422.00</b>
	<b>Total 36627</b>		<b>\$1,422.00</b>
<b>Total Heather Reynolds, Attorney</b>			<b>\$1,422.00</b>
<b>Home Depot Credit Services</b>			
<b>36628</b>		<b>2014 - June - First meeting</b>	
	Invoice - 6/3/2014 10:13:17 AM		
	001-000-000-576-80-48-00	Repairs & Maintenance	\$115.54
	<b>Total Invoice - 6/3/2014 10:13:17 AM</b>		<b>\$115.54</b>
	<b>Total 36628</b>		<b>\$115.54</b>
<b>Total Home Depot Credit Services</b>			<b>\$115.54</b>
<b>IPFS Corporation</b>			
<b>36629</b>		<b>2014 - June - First meeting</b>	
	Invoice - 6/3/2014 9:13:31 AM		
	001-000-000-511-60-46-00	Insurances	\$551.10
	001-000-000-522-50-46-00	Insurance	\$713.90
	001-000-000-572-50-46-00	Insurance	\$815.59
	001-000-000-576-80-46-00	Insurance	\$171.76
	101-000-000-543-30-40-01	Insurance	\$105.37
	104-000-000-557-30-46-00	Heritage Museum - Insurance	\$413.06
	401-000-000-534-00-46-00	Insurance	\$1,407.79
	408-000-000-531-38-46-00	Insurance	\$50.05
	409-000-000-535-00-46-00	Insurance	\$1,040.04
	<b>Total Invoice - 6/3/2014 9:13:31 AM</b>		<b>\$5,268.66</b>
	<b>Total 36629</b>		<b>\$5,268.66</b>



Total IPFS Corporation K & L Supply, Inc.					\$5,268.66
36630		2014 - June - First meeting			
	Invoice - 6/3/2014 10:39:31 AM				
	37587				
	409-000-000-535-00-31-01	Operations And Maintenance		\$85.12	
	Total Invoice - 6/3/2014 10:39:31 AM			\$85.12	
Total 36630				\$85.12	
Total K & L Supply, Inc.				\$85.12	
LEAF				\$85.12	
36631		2014 - June - First meeting			
	Invoice - 6/3/2014 10:40:02 AM				
	5042345				
	001-000-000-514-20-31-00	Office & Operating Supplies		\$22.08	
	001-000-000-522-10-31-00	Office & Operating Supplies		\$20.78	
	101-000-000-543-30-30-00	Office And Operating		\$22.08	
	401-000-000-534-00-31-00	Operation & Maintenance		\$22.08	
	408-000-000-531-38-31-01	Operations & Maintenance		\$20.78	
	409-000-000-535-00-31-01	Operations And Maintenance		\$22.08	
	Total Invoice - 6/3/2014 10:40:02 AM			\$129.88	
Total 36631				\$129.88	
Total LEAF				\$129.88	
Long Beach Commercial Security				\$129.88	
36632		2014 - June - First meeting			
	Invoice - 6/4/2014 11:38:12 AM				
	repair to bathrooms				
	001-000-000-576-80-48-00	Repairs & Maintenance		\$915.22	
	Total Invoice - 6/4/2014 11:38:12 AM			\$915.22	
Total 36632				\$915.22	
Total Long Beach Commercial Security				\$915.22	
Michael S. Turner				\$915.22	
36633		2014 - June - First meeting			
	Invoice - 6/3/2014 9:12:36 AM				
	001-000-000-512-50-40-03	Municipal Court Services		\$412.00	
	Court services				
	Total Invoice - 6/3/2014 9:12:36 AM			\$412.00	
Total 36633				\$412.00	
Total Michael S. Turner				\$412.00	
Nancy McAllister				\$412.00	
36634		2014 - June - First meeting			
	Invoice - 6/3/2014 9:12:22 AM				
	001-000-000-512-50-40-03	Municipal Court Services		\$412.00	
	Court services				
	Total Invoice - 6/3/2014 9:12:22 AM			\$412.00	
Total 36634				\$412.00	
Total Nancy McAllister				\$412.00	
Oman & Son				\$412.00	
36635		2014 - June - First meeting			
	Invoice - 6/3/2014 12:10:17 PM				
	May 2014				
	001-000-000-576-80-48-00	Repairs & Maintenance		\$1,329.49	
	401-000-000-534-00-31-00	Operation & Maintenance		\$29.82	
	Total Invoice - 6/3/2014 12:10:17 PM			\$1,359.31	
Total 36635				\$1,359.31	
Total Oman & Son				\$1,359.31	
One Call Concepts, Inc.				\$1,359.31	
36636		2014 - June - First meeting			
	Invoice - 6/3/2014 10:40:20 AM				
	4059073				
	101-000-000-543-30-30-00	Office And Operating		\$7.17	
	401-000-000-534-00-31-00	Operation & Maintenance		\$7.17	
	409-000-000-535-00-31-01	Operations And Maintenance		\$7.17	
	Total Invoice - 6/3/2014 10:40:20 AM			\$21.51	
Total 36636				\$21.51	
Total One Call Concepts, Inc.				\$21.51	
Oregon Wholesale Seed Co.				\$21.51	
36637		2014 - June - First meeting			
	Invoice - 6/3/2014 12:07:03 PM				
	OR2003				
	409-000-000-535-00-45-00	Spray Sludge Disposal Site		\$1,353.00	
	Total Invoice - 6/3/2014 12:07:03 PM			\$1,353.00	
Total 36637				\$1,353.00	
Total Oregon Wholesale Seed Co.				\$1,353.00	
Pacific CO Health Dept.				\$1,353.00	
36638		2014 - June - First meeting			
	Invoice - 6/3/2014 10:41:45 AM				
	2014-230				
	001-000-000-566-00-51-00	Alcohol Program 2%		\$18.35	
	Total Invoice - 6/3/2014 10:41:45 AM			\$18.35	
Total 36638				\$18.35	
Total Pacific CO Health Dept.				\$18.35	



Peninsula Sanitation Service, Inc. 36639	2014 - June - First meeting		
Invoice - 6/3/2014 10:43:33 AM			
001-000-000-514-20-47-01	Garbage Bills		\$285.22
409-000-000-535-00-47-04	Garbage Services		\$46.51
Total Invoice - 6/3/2014 10:43:33 AM			\$331.73
Total 36639			\$331.73
Total Peninsula Sanitation Service, Inc. Platt			\$331.73
36640	2014 - June - First meeting		
Invoice - 6/3/2014 10:44:15 AM			
E181383			
409-000-000-535-00-31-01	Operations And Maintenance		\$307.42
Total Invoice - 6/3/2014 10:44:15 AM			\$307.42
Total 36640			\$307.42
Total Platt Rognlin's, Inc			\$307.42
36641	2014 - June - First meeting		
Invoice - 6/3/2014 10:51:37 AM			
101-000-000-595-30-65-00	Roadway Construction		\$37,022.50
101-000-000-595-61-60-01	Sidewalks		\$5,230.00
Total Invoice - 6/3/2014 10:51:37 AM			\$42,252.50
Total 36641			\$42,252.50
Total Rognlin's, Inc Sid's IGA			\$42,252.50
36642	2014 - June - First meeting		
Invoice - 6/3/2014 11:58:03 AM			
5-19-14			
409-000-000-535-00-31-01	Operations And Maintenance		\$18.90
Total Invoice - 6/3/2014 11:58:03 AM			\$18.90
Total 36642			\$18.90
Total Sid's IGA Sunset Auto Parts Inc.			\$18.90
36643	2014 - June - First meeting		
Invoice - 6/3/2014 12:03:33 PM			
001-000-000-576-80-31-00	Office & Operating Supplies		\$51.87
101-000-000-542-30-35-00	Roadway Equipment		\$44.47
401-000-000-534-00-31-00	Operation & Maintenance		\$109.15
409-000-000-535-00-31-01	Operations And Maintenance		\$264.66
Total Invoice - 6/3/2014 12:03:33 PM			\$470.15
Total 36643			\$470.15
Total Sunset Auto Parts Inc. Tidy By The Sea, LLC			\$470.15
36644	2014 - June - First meeting		
Invoice - 6/3/2014 9:13:11 AM			
001-000-000-514-20-31-00	Office & Operating Supplies		\$80.00
001-000-000-522-10-31-00	Office & Operating Supplies		\$40.00
001-000-000-572-50-41-00	Custodian Library		\$335.00
Total Invoice - 6/3/2014 9:13:11 AM			\$455.00
Total 36644			\$455.00
Total Tidy By The Sea, LLC US Postmaster			\$455.00
36645	2014 - June - First meeting		
Invoice - 6/3/2014 10:45:37 AM			
001-000-000-514-20-31-00	Office & Operating Supplies		\$112.00
Total Invoice - 6/3/2014 10:45:37 AM			\$112.00
Total 36645			\$112.00
Total US Postmaster Visa			\$112.00
36646	2014 - June - First meeting		
Invoice - 6/4/2014 11:42:16 AM			
cartridge for printer			
001-000-000-514-20-31-00	Office & Operating Supplies		\$118.99
001-000-000-522-10-31-00	Office & Operating Supplies		\$130.43
401-000-000-534-00-31-06	Office & Customer Service		\$118.98
401-000-000-534-00-43-00	Travel/Meals/Lodging		\$60.91
409-000-000-535-00-31-08	Office Supplies & Customer Service		\$118.98
Total Invoice - 6/4/2014 11:42:16 AM			\$548.29
Total 36646			\$548.29
Total Visa Vision Municipal Solutions, Llc			\$548.29
36647	2014 - June - First meeting		
Invoice - 6/4/2014 11:38:41 AM			
401-000-000-534-00-31-06	Office & Customer Service		\$230.22
408-000-000-531-38-31-01	Operations & Maintenance		\$150.00
409-000-000-535-00-31-08	Office Supplies & Customer Service		\$230.23
Total Invoice - 6/4/2014 11:38:41 AM			\$610.45
Total 36647			\$610.45
Total Vision Municipal Solutions, Llc WA State Dept. of Ecology			\$610.45
36648	2014 - June - First meeting		

	Invoice - 6/3/2014 10:49:05 AM		
	5-7-14		
	408-000-000-591-38-72-01	Strmwater -Principal #I9900038	\$1,705.30
	408-000-000-592-31-83-01	Strmwater - Interest #I9900038	\$654.14
	Total Invoice - 6/3/2014 10:49:05 AM		\$2,359.44
Total 36648			\$2,359.44
Total WA State Dept. of Ecology			\$2,359.44
Wilcox & Flegel Oil Co.			
36649			
	2014 - June - First meeting		
	Invoice - 6/3/2014 10:53:49 AM		
	0595276-IN		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$27.31
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$27.31
	401-000-000-534-00-32-00	Gasoline	\$27.31
	408-000-000-531-38-32-00	Gas/Oil Products	\$27.31
	409-000-000-535-00-32-00	Gas/oil Products	\$27.31
	Total Invoice - 6/3/2014 10:53:49 AM		\$136.55
	Invoice - 6/4/2014 12:10:00 PM		
	cI38189-IN		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$121.00
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$121.00
	401-000-000-534-00-32-00	Gasoline	\$650.90
	408-000-000-531-38-32-00	Gas/Oil Products	\$121.00
	409-000-000-535-00-32-00	Gas/oil Products	\$280.36
	Total Invoice - 6/4/2014 12:10:00 PM		\$1,294.26
Total 36649			\$1,430.81
Total Wilcox & Flegel Oil Co.			\$1,430.81
William R. Penoyar, Attorney at Law			
36650			
	2014 - June - First meeting		
	Invoice - 6/3/2014 9:12:11 AM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Total Invoice - 6/3/2014 9:12:11 AM		\$412.00
Total 36650			\$412.00
Total William R. Penoyar, Attorney at Law			\$412.00
Wirkkala Construction			
36651			
	2014 - June - First meeting		
	Invoice - 6/3/2014 11:54:08 AM		
	2014-65		
	409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$14,978.82
	Total Invoice - 6/3/2014 11:54:08 AM		\$14,978.82
Total 36651			\$14,978.82
Total Wirkkala Construction			\$14,978.82
Grand Total	Vendor Count	46	\$210,909.79

# *Long Beach Police*

P.O. Box 795  
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911  
Fax 360-642-5273

06-01-14

Page 1 of 2

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for May 2014

During the month of May the Long Beach Police Department handled the following cases and calls:

## **Long Beach**

**580** Total Incidents

Aid Call Assists: 5

Alarms: 5

Animal Complaints: 7

Assaults: 15

Assists: 82

(Includes 15 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 2

Disturbance: 21

Drug Inv.: 3

Fire Call Assists: 5

Follow Up: 118

Found/Lost Property: 9

Harassment: 10

Malicious Mischief: 3

MIP – Alcohol: 1

MIP – Tobacco: 0

Missing Person: 1

Prowler: 4

Runaway: 0

Security Checks: 140

Suspicious: 32

Thefts: 6

Traffic Accidents: 5

Traffic Complaints: 15

Traffic Tickets: 16

Traffic Warnings: 46

Trespass: 4

Warrant Contacts: 8

Welfare Checks: 17

## **Ilwaco**

**279** Total Incidents

Aid Call Assists: 0

Alarms: 4

Animal Complaints: 2

Assaults: 4

Assists: 25

Burglaries: 1

Disturbance: 10

Drug Inv.: 0

Fire Call Assists: 2

Follow Up: 77

Found/Lost Property: 1

Harassment: 4

Malicious Mischief: 0

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Person: 0

Prowler: 0

Runaway: 0

Security Checks: 56

Suspicious: 23

Thefts: 5

Traffic Accidents: 1

Traffic Complaints: 3

Traffic Tickets: 15

Traffic Warnings: 34

Trespass: 2

Warrant Contacts: 7

Welfare Checks: 3

The department received training on the 2<sup>nd</sup>. The training was put on by Willapa Behavioral Health. One of the designated mental health professionals instructed us on what their protocols are for detaining someone for treatment of a mental health disorder. One of the things stated, which I found to be alarming, was that in the past seven years there has been a 200% increase in the number of the subjects that have been detained in a mental hospital from our area. If that was not serious enough many, if not most times, mental health is unable to find beds for subjects from our area to be hospitalized.

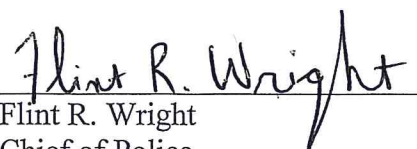
On May 3<sup>rd</sup> Officer Jeff Cutting took his practical test for arson investigator with the International Fire Service Accreditation Congress. He had already taken the written test in April. This was the final step in a long training process that he has been involved in. Jeff is part of a local Arson Investigation team that is made up of members from area fire and law enforcement agencies.

Loyalty Day Weekend was, in a word, wet. The Ilwaco Children's Parade was to be held on the 3<sup>rd</sup> and had to be cancelled due to the storm that was blowing in. The weather was a little better on the 4<sup>th</sup>. Even though it was raining off and on there was still a decent sized crowd for the parade on Sunday. We had no problems associated with any of the events over the weekend.

On the 17<sup>th</sup> Officer Rodney Nawn participated in an open house out at the Coast Guard Station. The Coast Guard had different displays and had invited us to come with a patrol car and take part in the event. The event was part of Armed Forces Day.

Memorial Day Weekend went well. I was told the crowds were large. We were busy, but mostly with locals. On Memorial Day officers assisted with traffic control for the services at the Black Lake Memorial.

Officer Tim Mortenson attended training on May 29<sup>th</sup> and 30<sup>th</sup>. The title of the class was "Sudden Unexpected Infant Death and Child Fatality Investigations". The course dealt with the difficult issues involved in investigating the death of a child under suspicious circumstances.

  
Flint R. Wright  
Chief of Police





120 First Avenue North  
PO Box 548 • Ilwaco, WA 98624  
Phone: 360.642.3145  
Fax: 360.642.3155  
[info@ilwaco-wa.gov](mailto:info@ilwaco-wa.gov)  
[www.ilwaco-wa.gov](http://www.ilwaco-wa.gov)

- 1) Resolved a communication issue at Spring St. BPS. Bad card in Rugid unit.; Had to manually run pumps for two days.
- 2) Cleaned Backwash pond.
- 3) Leaking water pump on back-up generator received quote, waiting on parts.
- 4) Still waiting on repaired 20hp pump from Pumpteck. Pulled pump and delivered on 4-30-14
- 5) Still not complete on City Center Glass Tank.
- 6) New employee Troy to begin middle of June.
- 7) Leak detection arranged to start on Monday, July 7, 2014

*Dennis Schweizer*  
Water Treatment Operator  
City of Ilwaco  
P.O. Box 548  
Ilwaco, WA 98624  
Ph: 360-777-8330  
Email: [water@ilwaco-wa.gov](mailto:water@ilwaco-wa.gov)

## CITY OF ILWACO

## CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:  
Council Discussion Item: 05/27/14 Council Business Item: 6/9/14

**B. Issue/Topic: Proposed Marijuana Legislation, amendments to Title 15 of IMC**

C. Sponsor(s):

1. Cassinelli                      2. Crater

D. Background (overview of why issue is before council):

1. This legislation is the result of Washington State Voters approving I-502 for the Production, Processing and Sale of Recreational Marijuana. As a result, I-502 uses became a legal land use within the state. In response to I-502, the Mayor and City Council directed the City Planner to work with the City Planning Commission to develop land use regulations to be included in Title 15 (Unified Development Ordinance) to control these uses within Ilwaco. The proposed regulations before you have been reviewed and approved by the Planning Commission, City Attorney, Chief of Police, and City Planner and is now recommended to the City Council for review. The Planning Commission held two public meetings at their regular scheduled meetings times on January 21<sup>st</sup> and February 18<sup>th</sup>, with no input from the public. Please see the attached document that was prepared by the City Planner, Ryan Crater and approved by the Planning Commission.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

The intent of the proposed legislation is to combine state law with city code and to properly site recreational marijuana land uses within the City's existing zoning districts. The proposed regulations cite both state law and additional regulations that were necessary to promote the intent of the Ilwaco Comprehensive Plan and the Health, Safety, and Welfare of the City. The proposed regulations are a result of the City Planner working adjacent jurisdictional Planning Departments in both Long Beach and Pacific County during the development process.

The pros to adopting these new and unique regulations are that it provides specific zoning standards for these new uses to site within the city, which will promote economic development, provide new local jobs, and an increase in citizens patronizing existing businesses within the city.

The cons are that these marijuana uses are still considered illegal under federal law and may be seen by some community members as negatively affecting the Health, Safety and Welfare of our City. It should be noted that the November 6, 2012 General Election results showed the citizens of Ilwaco voted 263 to 218 in favor of I-502. The same election results showed that 54.2% of the 10,500 voters approved I-502 in Pacific County as a whole. State election results showed that out of the 3,095,444 voters who turned out, 55.7% of the voters were in favor of I-502. Since the General Election of 2012, the State has codified marijuana

regulations into state law and the Washington State Liquor Control Board has been charged with administering the licensing of these uses.

The intent of this initial review by City Council prior to the formal adoption process is to allow Council time to review the proposed draft regulations and provide feedback regarding any changes you would like to see in addition to what has been drafted. Should Council have no additional changes at this time, you can recommend that this topic be moved forward to be considered for adoption as is.

F. Impacts:

1. Fiscal: None
2. Legal: The City attorney has reviewed this legislation
3. Personnel:
4. Service/Delivery:

G. Planning Commission: ☒ Recommended ☐ N/A ☐ Public Hearing

H. Time Constraints/Due Dates:

I. Proposed Motion: **I move to recommend that the Mayor direct the City Planner/City Clerk to submit the “60 day GMA Notice of Intent to Adopt an Amendment” to the Washington Department of Commerce in accordance with RCW 36.70A.106. I also move to recommend that at the end of the 60 day Notice, Council holds a formal public hearing in accordance with Title 15.08.110 and 15.56.030 (G) and take legislative action in accordance with Title 15.56.030(H) regarding the proposed legislation known here as “Part 3 – Zoning, Chapter 15.59 – Marijuana Related Uses.**





120 First Avenue North  
PO Box 548 • Ilwaco, WA 98624  
Phone: 360.642.3145  
Fax: 360.642.3155  
info@ilwaco-wa.gov  
www.ilwaco-wa.gov

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**To:** City of Ilwaco Planning Commission  
**From:** Ryan E. Crater, City Planner  
**Date:** May 6, 2014  
**Project:** Marijuana Processing, Production, and Retail Regulations  
**Application:** Zoning Text Amendment  
**Applicant:** City of Ilwaco  
**Location:** City Wide

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**Attachments:** 1. Proposed Zoning Regulations for Marijuana Related Uses  
2. Proposed recommendation to City Council

**Agenda:** Review draft zoning regulations for the production, processing, and retail sales of marijuana within the City of Ilwaco. Provide a written recommendation to the City Council regarding the proposed amendment (Attachment 2).

## **Background**

### **State Regulations:**

Washington voters passed Initiative 502 (I-502) in 2012 legalizing the processing, production, and retail for marijuana recreational uses. This initiative directed the Washington State Liquor Control Board (LCB) to license and tax producers, processors and retailers. The LCB has prepared rules regulating these activities, which went into effect in September of 2013. These rules helped guide the development of the proposed Marijuana Related Use regulations for the City.

With the passage of I-502, and subsequent licensing process set up by the LCB, recreational marijuana uses became a legal use within Washington State. This puts the City in a position that if recreational marijuana uses are proposed within Ilwaco that there will be no policies in place to review such uses for compliance leaving the City



with little or no control of these uses. This is why the City is considering a zoning text amendment for these uses.

Listed below are some of the major provisions of the state rules for these types of uses:

- Licensed will not be issued to businesses in "...a location where law enforcement access, without notice or cause, is limited. This includes a personal residence." Thus home occupation businesses are not allowed.
- Licenses will not be issued to businesses and advertising may not be located within 1000 feet of "the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, library, or any game arcade (where admission is not restricted to persons age twenty-one or older)."
- On premises advertising signs for retailers are limited to 1600 square inches (a little over 11 square feet).
- Licenses will normally not be issued to those who have a criminal background that exceeds a threshold based upon a point system developed by the Board.
- Marijuana is not permitted to be consumed on licensed premises.
- Three types of licenses will be issued: producer, processor, and retailer.
- The Board will determine the maximum number of retail licenses to be issued in each county based upon a formula that distributes the number of locations proportionate to the most populous cities with each county. (Pacific County has been allocated two (2) at-large locations county wide.)
- There will be a 30 day period following the submittal of an application during which the Board will forward license applications to applicable local jurisdictions with a 20 day opportunity to submit comments. This will also occur for annual license renewals.
- Hours of operation for retail licensees are restricted to between 8 a.m. and 12 p.m.
- Alarms and surveillance cameras are required.
- Businesses must buy liability insurance.

In addition to the state policies, the City intends to adopt policies that are slightly more restrictive than the state rules in some areas. The approach of enacting more stringent policies is necessary to properly site these new uses within the City and within each of the perspective zoning districts.

#### **Federal Regulations:**

The federal government through the Controlled Substances Act (CSA; P.L. 91-513; 21 U.S.C. § 801 et. Seq.) prohibits the manufacture, distribution, dispensation, and possession of marijuana.

On August 29, 2013 the Obama administration, through the Attorney General Eric Holder, made it clear that the federal government will not interfere with marijuana regulations in Washington and Colorado if the states meet federal concerns over youth access, violence, diversion to other states, etc.

#### **City of Ilwaco Zoning:**

The City of Ilwaco conducted a review of the City of Ilwaco Development Code (Title 15 Unified Development Ordinance) and concludes that Marijuana Related Uses can be effectively sited within the City of Ilwaco within the following zoning districts:

- Core Commercial District (C-1)
- Low Density Commercial District (C-2)
- Light Industrial District (M-1)

The City of Ilwaco Planning Commission reviewed the proposed Marijuana Related Use Regulations during two previous Planning Commission Meetings and upon concurrence with the City Planner, determined that the proposed authorized Marijuana Related Use activities shall be subject to a Conditional Use Permit. It was determined during the development and draft phase that a Conditional Use Permit for each specific activity was an appropriate process to effectively evaluate each use for placement in each specific zoning district.

The Liquor Control Board requires a 1000 foot buffer from known land uses where the production, processing, and retail of marijuana will be prohibited from locating and conducting business as prescribed under WAC 314-55-050 (10). In addition to the 1000 foot state mandated buffer, it has been determined that the City of Ilwaco will establish a 200 foot buffer from the boundary line of any residential zoned lot. This additional setback will address adverse impacts associated with permitted marijuana uses. It is the intent that this 200 foot buffer can be reduced through the variance process as described within Title 15, Chapter 15.52.

In addition to the proposed amendment to Title 15 (Attachment 1), the below amendment will be made to include the following information contained in Table 1 into the Allowed and Restricted Uses Table of Title 15, Chapter 15.44.



Table 1. Allowed and Restricted Uses Table - Title 15, Chapter 15.44

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Marijuana indoor producer and processor.								CU	CU	
Marijuana Retail Store							CU	CU		

(CU) – Conditional Use

### City of Ilwaco Comprehensive Plan

A review of the City of Ilwaco's Comprehensive Plan was conducted during the development and draft phase of the proposed marijuana use regulations. This evaluation determined that uses listed in the proposed regulations are consistent with the intent of the Comprehensive Plan.

### Development Code Review

A review of the City of Ilwaco's Unified Development Ordinance (Title 15) was conducted to determine appropriate zoning districts in which each marijuana use would be best suited to site within. The conclusion of the review determined that the production, processing, and retail facilities best fit within each zoning districts specified for each use as they were similar in nature to what each of zoning district listed as allowed under Title 15.44 (Allowed and Restricted Uses Table).

### Planning Commission Review

The process for making amendments to the development regulations are specified in Title 15.56.030. The Planning Commission is to review the proposed amendments based on the following considerations:

1. The proposed amendment is consistent with the goals and polices of the comprehensive plan.
2. The proposed amendment will not adversely impact the general health, safety and welfare of the community.
3. Findings of the City Planner regarding availability and capacity of capital facilities, according to relevant City departments.

#### 4. Recommendations of staff and public input.

Upon review of the above criteria the Planning Commission will submit a written recommendation to the City Council regarding the proposed amendment. The City Planner has prepared a draft letter (Attachment 2) for the Planning Commission to consider and forward to Council as their recommendation. The City Council will then hold a public hearing in which they will adopt the proposed amendment, reject the amendment, or enact a modified proposal that is within the scope of matters considered in the hearing.

#### **Public Comment**

During the development process of drafting the proposed marijuana use regulations (Attachment 1), the Planning Commission received no public comments or testimony during their January 21, 2014 or February 18, 2014 meetings.

#### **Staff Findings**

1. Staff reviewed both the Comprehensive Plan and Development Regulations when considering the development of the proposed amendment. Findings are:
2. Staff finds that the proposed new uses are consistent with the Goals and Policies of the Comprehensive Plan.
3. Staff finds that the production, processing and retail of marijuana are best suited within each of the proposed zoning districts. The zoning districts identified for each use were most similar in nature to the currently allowed uses in those districts. Zoning districts not identified as not allowing marijuana uses were determined these uses were not consistent with currently allowed uses for those areas.
4. Staff finds the proposed amendment will not adversely impact the general health, safety and welfare of the community. The amendment's intent is to regulate these new uses so that these areas of concern are addressed and properly mitigated prior to permits being issued.
5. Staff finds that there are adequate availability of capacity and capital facilities within the City to allow these new uses. Each new use will be reviewed for impacts to currently existing facilities during the application process. Impacts will be addressed and mitigated for prior to approval of future permit application being issued.



### **Staff Recommendation**

Staff recommends that the Planning Commission move to approve the proposed amendment to Title 15 as outlined in (Attachment 1) to be forwarded onto City Council for review and consideration as specified under Title, 15, Chapter 15.56.030 (H). Staff recommends that the Planning Commission move to send (Attachment 2) to the City Council as their written recommendation to consider and adopt the proposed amendment (Attachment 1) and findings of fact as specified under Title 15, Chapter 15.56.030 (F).

A handwritten signature in black ink, appearing to read "Ryan E. Crater", written over a horizontal line.

Ryan E. Crater  
City Planner - Ilwaco

**Attachment 1**  
**Proposed Zoning Regulations for Marijuana Related Uses**



120 First Avenue North  
PO Box 548 • Ilwaco, WA 98624  
Phone: 360.642.3145  
Fax: 360.642.3155  
info@ilwaco-wa.gov  
www.ilwaco-wa.gov

## **Title 15 – Unified Development Ordinance**

### **Part 3 – Zoning**

#### **Chapter 15.59 – Marijuana Related Uses**

##### **Sections:**

- 15.59.010** Intent
- 15.59.020** Definitions
- 15.59.030** State Licensed Facilities
- 15.59.040** Site Security
- 15.59.050** Severability

##### **15.59.010 Intent.**

The purpose of this chapter is to establish zoning regulations on siting and operating of any structure, activity, or use relating to Marijuana production, processing, and retailing associated with recreational Marijuana licensed facilities in accordance with Title 69 RCW, and subject to the requirements of Chapter 314-55 WAC. The intent of this chapter is to adequately separate such uses that may be incompatible with adjacent land uses by establishing criteria to address public health, safety, and zoning impacts from such uses regulated under this chapter. This chapter is in no way intended to allow activities or uses that are not specifically permitted or licensed by the Washington State Liquor Control Board or otherwise regulated and controlled under the jurisdiction and authority of applicable federal regulations.

##### **15.59.020 Definitions.**

The following definitions apply to this chapter specifically, to include those found in section 15.04.020 of Title 15 (Unified Development Ordinance). Additional definitions related to marijuana businesses are contained in WAC 314-55-010 and RCW 69.50.101 as amended.

"Marijuana" or "marihuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

"Marijuana-Infused Products" means products that contain marijuana or marijuana extracts and are intended for human use.

"Marijuana Processor" means a person licensed by the state liquor control board to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in a retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

"Marijuana Producer" means a person licensed by the state liquor control board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

"Marijuana Retailer" means a person licensed by the state liquor control board to sell useable marijuana and marijuana-infused products.

"Secured greenhouse" means a building or structure constructed of security glass, glasslike or translucent material similar to security glass, which prevents entry upon breakage and/or damage. Greenhouses used for marijuana production shall be viewed as a light industrial structure under the adopted building code for the city.

"Security lighting" means lighting intended to reduce the risk of personal attack, discourage intruders, vandals or burglars, and to facilitate active surveillance of an area by the owner and/or city law enforcement officers.

"Security System" means a professionally installed alarm system with the ability to alert a 24 hour off-site monitoring center having the capability to notify local police and/or 911 dispatch center of security breaches. Security system is also defined under WAC 314-55-083 (2) and (3) as being an "alarm systems" or "surveillance system" and are considered as being included in this definition.

"Useable marijuana" means dried marijuana flowers. The term "useable marijuana" does not include marijuana-infused products.

#### **15.59.030 State Licensed Facilities.**

The following regulations apply to marijuana related businesses licensed by the Washington State Liquor Control Board.

- A. Businesses that are licensed to produce, process, or sell marijuana shall be subject to all applicable standards of the City of Ilwaco Unified Development Ordinance (Title 15).



- B. Measures shall be implemented to prevent adverse health and safety effects to persons lawfully present on nearby properties that might be impacted by odors, noise, noxious gases, light, smoke and security.
- C. Outside lighting shall be shielded or positioned to prevent glare impacts to nearby properties.
- D. Security measures set forth in WAC314-55-083 and this chapter must be met prior to the start of operations.
- E. All licensed marijuana production, processing, and retail facilities shall have a security system installed prior to the start of operation in accordance with this chapter and WAC 314-55-083 as amended.
- F. Businesses that are licensed to produce, process, or sell marijuana shall not be located within one thousand feet of the perimeter of the grounds of any of the following entities. The distance shall be measured along the most direct route over or across established public walks, streets, or other public passageway between the proposed building/business locations to the perimeter of the grounds of the entities listed below as defined in WAC 314-55-010.
  - 1. Elementary or secondary school
  - 2. Playground,
  - 3. Recreation center or facility
  - 4. Child care center, including a child care center located in churches;
  - 5. Public
  - 6. Public transit center;
  - 7. Library;
  - 8. Game arcade;
  - 9. Any parcel containing a marijuana retail business.
- G. Businesses that are licensed to produce, process, or sell marijuana are prohibited from locating in zones not identified below for each specific use.
- H. Outdoor Advertising.
  - 1. One sign, not exceeding 1,600 square inches (11.1 square feet) that is visible to the general public from a public right-of-way shall be permitted for advertising purposes. Advertising sign shall be subject to the standards of the Washington State Liquor Control Board and standards/processes under Chapter 15.45 of the Unified Development Ordinance of Ilwaco (Title 15), whichever is more restrictive.

2. "Minors restricted signs" shall be posted at all marijuana licensed premises.

3. Off premise signage is prohibited.

I. Federal Regulations.

State licensed marijuana producers, processors, and retailers are subject to applicable federal regulations in addition to the regulations of this chapter and those imposed by the Washington State Liquor Control Board. Issuance of a "zoning permit" by the City of Ilwaco under this chapter to operate a state licensed marijuana producer, processor and retailer within city jurisdiction does not constitute an exemption from federal laws nor does it authorize the use of a federally controlled substance regulated under the Controlled Substances Act by the City.

J. Marijuana Licensed Retailer.

State licensed marijuana retailers may locate within the City of Ilwaco pursuant to the following restrictions.

1. Marijuana licensed retail establishments may be permitted with a Conditional Use Permit in the following zoning districts: Core Commercial District (C-1) Zone and Low Density Commercial District (C-2) Zone.

2. Marijuana retailer licensee may sell usable marijuana, marijuana infused products, and marijuana paraphernalia between the hours of 8 a.m. and 8 p.m.

3. A marijuana licensed retailer shall not locate in a building in which a non-conforming retail use has been established in any zone other than those referenced in sub-section (1).

4. A Marijuana licensed retailer shall not be located within 200 feet of the perimeter of the grounds of any lot in a residential zone.

5. Marijuana licensed retailer shall be subject to the following:

a. Outside security lighting shall be installed which fully illuminates building access points such as doors and windows. Security lighting is not to be directed onto public roads or adjacent properties.

b. Storage of usable marijuana and/or products outside of the primary retail building is prohibited.



- c. Businesses must front state highways or main streets.
- d. Parking areas shall be well lit and contain no benches, tables, or chairs placed on site by the licensee.
- e. Marijuana retail stores shall not occupy a residential structure that has been converted into a commercial use where the structure still appears to be a residential home.

K. Marijuana licensed processors.

State licensed marijuana processors may locate within the City of Ilwaco pursuant to the following restrictions.

1. A marijuana licensed processor may be permitted with a Conditional Use Permit in the following zoning districts: Low Density Commercial District (C-2) Zone and Light Industrial District (M-1) Zone.
2. A marijuana licensed processor shall not locate on a site or in a building in which a non-conforming processing use has been established in any zone other than those referenced in sub-section (1) above.
3. A marijuana licensed processor shall not be located within 200 feet of the perimeter of the grounds of any lot in a residential (R) zone.
4. Marijuana licensed processor shall be subject to the following:
  - a. Outside security lighting shall be installed which fully illuminates building access points such as doors and windows. Security lighting is not to be directed onto public roads or adjacent properties.
  - b. Storage of usable marijuana and/or products outside of a fully enclosed and secured building is prohibited, except as allowed within an outside storage area during hours of operation.
  - c. Outside storage areas associated with the processing of marijuana shall be positioned to the back half of the property and be fully enclosed by an eight foot chain-link fence to include privacy screening. The top of the fence shall have three spans of barbed wire strung and spaced equally apart over 12 vertical inches and angled at a 45 degree away from the center (excluding corner posts) on both sides. One spiral wound and clipped at the spiral overlaps shall be placed horizontally along the top of the fence between the two 45 degree angled barbed wire strands. An

equivalent alternative may be substituted for chain-link fence with approval of the city planner and chief of police or their designees. Outside storage areas shall be fully illuminated at night during hours of operation when used for temporary storage of marijuana and marijuana products.

d. Marijuana processors shall not occupy a residential structure that has been converted into a commercial use where the structure still appears to be a residential home.

L. Marijuana Licensed Producers.

State licensed marijuana producers may locate within the City of Ilwaco pursuant to the following restrictions.

1. Marijuana licensed producers may be permitted with a Conditional Use Permit in the following zoning districts: Low Density Commercial District (C-2) Zone and Light Industrial District (M-1) Zone.

2. Marijuana licensed producers shall not locate on a site or in a building in which a non-conforming production use has been established in any location or zone other than those referenced in sub-section (1) above.

3. A marijuana licensed producer shall not be located within 200 feet of the perimeter of the grounds of any lot in a residential zone.

4. Marijuana licensed producers shall be subject to the following:

a. Outside security lighting shall be installed which fully illuminates building access points such as doors and windows. Security lighting is not to be directed onto public roads or adjacent properties.

b. Storage of usable marijuana and/or products outside of a fully enclosed and secured building is prohibited, except as allowed within an outside storage area during hours of operation.

c. Outside storage areas associated with the production of marijuana shall be positioned to the back half of the property and be fully enclosed by an eight foot chain-link fence to include privacy screening. The top of the fence shall have three spans of barbed wire strung and spaced equally apart over 12 vertical inches and angled at a 45 degree away from the center (excluding corner posts) on both sides. One spiral wound and clipped at the spiral overlaps shall be placed horizontally along the top of



the fence between the two 45 degree angled barbed wire strands. an equivalent alternative may be substituted for chain-link fence, with approval of the city planner and chief of police or their designees. Outside storage areas shall be fully illuminated at night during hours of operation.

d. Growing of marijuana shall take place within a fully enclosed secure indoor facility or fully "secured greenhouse". Growing of marijuana outside of a secured indoor facility is prohibited within city limits.

e. Marijuana licensed indoor production facilities shall be limited to 10,000 square feet of production space.

f. Marijuana licensed producers shall not occupy a residential structure that has been converted into a commercial use where the structure still appears to be a residential home.

M. Nuisance Abatement.

In addition to any other available enforcement action, remedy or penalty under Title 15 (Unified Development Ordinance), any violation of this Chapter is declared to be a public nuisance and subject to Chapter 8.18 of Title 8 (Health and Safety) of the Ilwaco Municipal Code.

**15.59.040 Site Security and Approval**

In addition to all approvals necessary under Title 15 of the Unified Development Ordinance, all marijuana uses shall have site security measures reviewed and approved by the chief of police or designee prior to start of operations. Upon approval by the chief of police or designee, the city planner will issue a certificate of approval for the required security measures. The certificate shall be displayed within the marijuana facility and be readily available for inspection. Security measures shall be inspected annually by the chief of police or designee and a new certificate of approval issued. Security measures to be observed and inspected at time of initial operation and during annual inspections are as follows:

1. Security equipment is operating correctly.
2. Security locks on are on doors and other entrances that allow access into the facility, including all windows.
3. The alarm system is under an active contract for monitoring with an off-site alarm company.

4. Security lighting is operational.

5. Security fencing is intact.

The chief of police shall have the authority to require additional security measures if deemed reasonable to protect the safety and welfare of the city and its citizens. Additional security measures that may be deemed reasonable include, but are not limited to, the following: 1. Additional lighting 2. Security locks, security doors, and security windows.

**15.59.050 Severability.**

If any section, sentence, clause or phrase of this chapter is deemed invalid or unconstitutional by a court of law, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remainder of any section, sentence, clause or phrase contained within this chapter and its application to any person or circumstance.

PLANNERS ENVIRONMENTAL DRAFT

**Attachment 2**  
**Proposed Recommendation to City Council**



120 First Avenue North  
PO Box 548 • Ilwaco, WA 98624  
Phone: 360.642.3145  
Fax: 360.642.3155  
info@ilwaco-wa.gov  
www.ilwaco-wa.gov

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To: City of Ilwaco Council  
From: City of Ilwaco Planning Commission  
Date: May 6, 2014  
Subject: Marijuana Related Uses

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**Findings and Recommendations** – The City of Ilwaco Planning Commission and City Planner recommend that the proposed amendments to Title 15 of the Ilwaco Municipal Code, known here as “Part 3 – Zoning, Chapter 15.59 – Marijuana Related Uses”, be considered for approval and adoption by Council. The City Planning Commission and Staff’s review of the issues and Findings of Fact are provided below for Council’s consideration.

### **Background**

The Ilwaco City Council directed the City Planner, in coordination with the Planning Commission, to draft zoning regulations in response to Initiative 502 for the production, processing, and retail of recreational marijuana. Initiative 502 was approved by the Washington State voters in November 2012 and is regulated under Washington Administrative Code (WAC) Chapter 314-55, and was adopted by the Liquor Control Board on October 16, 2013.

The Planning Commission held two public meetings during their regularly scheduled meeting times on January 21, 2014 and February 18, 2014. The public meeting on the 21<sup>st</sup> was an initial meeting to review draft regulations prepared by the City Planner. After this meeting the City Planner revised the draft zoning regulations and a second public meeting was held on the 18<sup>th</sup> of February. Public Notice was posted in the Chinook Observer on February 5<sup>th</sup> and 12<sup>th</sup> of 2014 for the regularly scheduled meeting on the 18<sup>th</sup>. The Public Notice was issued to solicit public input on the development of zoning regulations for the establishment of use regulations for Marijuana Related Uses within the City of Ilwaco. The Planning Commission received no public input with regards to the development of the proposed regulations during the February 18<sup>th</sup> regularly scheduled meeting.

A Notice of SEPA Threshold Determination was issued on March 26, 2014 with a public comment period of 14 days. The SEPA notice was published in the Chinook Observer



on March 26, 2014. No comments were received by the end of the comment period on April 8, 2014.

The main goal of the proposed amendment to the development regulations is to align local code addressing recreational marijuana facilities to be consistent with state law, identify appropriate zoning designations where such uses will take place, and designate a land use decision process for local review of I-502 uses. In addition, these uses will be reviewed under specific standards for each designated use outlined in the amendment.

Acting under the authority of the Planning Enabling Act (36.70 RCW) and the Growth Management Act (36.70A RCW), the City of Ilwaco Council adopted Ordinance No. 821, an interim ordinance prohibiting the production, processing and retail sales of recreational marijuana as a temporary moratorium on I-502 uses with an effective date of November 12, 2013. Ordinance No. 821 expires on May 12, 2014. The City Council at their April 28, 2014 meeting have decided to take action to extend the temporary moratorium to allow Council time to review the proposed amendments and take official legislative action.

### **Findings of Fact**

#### **Compliance with Washington Administrative Code 314-55**

**Finding 1:** Amendments to portions of the City of Ilwaco Comprehensive Plan and Development Regulations that regulate development must also be consistent with state law and administrative rule. The proposed amendments to Title 15 of the Ilwaco Municipal Code, whereas known as Chapter 15.59 – Marijuana Related Uses, is consistent with WAC 314-55.

#### **Public Notice and Compliance with Title 15, Chapter 15.08 of the Ilwaco Municipal Code**

**Finding 2:** The Planning Commission met in a public meeting on January 21, 2014 and February 18, 2014 to discuss effects of the moratorium passed by the City Council. The draft zoning regulations, Title 15, "Chapter 15.59 – Marijuana Related Uses" prepared for the Planning Commission were reviewed during the above listed public meeting dates. These meetings were open to the public to attend and provide feedback regarding the proposed draft amendment.

Public notice for this action was provided by advertisement in the legal notices section of the Chinook Observer on February 5 and 12, 2014.

The Planning Commission held a public meeting to review the final proposed amendments on May 6, 2014 and submits this formal recommendation to City Council for consideration.

#### **SEPA Review and Compliance with Title 15, Chapter 15.12.010**

**Finding 3:** A Determination of Nonsignificance was issued by the City Planner per Title 15, Chapter 15.12.010 (B), for this non-project action on March 26, 2014; sent to the Washington State Department of Ecology and all interested parties. No public comment or responses from state agencies were received.

#### **Findings of Proposed Amendments to the Development Regulations – Consistency with the Comprehensive Plan**

**Finding 3:** The Planning Commission finds the proposed amendment to be consistent with the Goals and Policies of the Comprehensive Plan and the overall intent of the Plan. The proposed amendment allows for continued business and manufacturing growth opportunities within Ilwaco. Additionally, the proposed amendment will allow for legal marijuana uses, as defined by state statute, to operate within the City under specific development regulations to maintain the vision of the community.

The Planning Commission finds that the City's economic development would be enhanced by the promulgation of I-502 uses; and, a balance can be struck between the rights of property owners and investors of I-502 uses. The Planning Commission finds that the general interest of the citizens of Ilwaco are to allow marijuana related uses by locating them in appropriate areas and under specific development regulations proposed for inclusion into Title 15 as "Chapter 15.59 – Marijuana Related Uses".

This action to amend the development regulations of the City of Ilwaco Municipal Code was initiated by the City Council, and deemed by the City Planner not to require an amendment to the Comprehensive Plan, as no existing element of the Plan need to be altered to address development regulations for these uses. Therefore, this action is exempt from the annual review process per Title 15, Chapter 15.56.010.

#### **Findings of Proposed Amendments to Development Regulations – General**

**Finding 4:** The Planning Commission finds that uses allowed under I-502 regarding the production, processing and retail sale of recreational marijuana are a distinguished use from that of "Medical Marijuana", which is addressed in RCW 69.51A. The proposed amendment to the City of Ilwaco Municipal Code known herein as Title 15 (Unified Development Ordinance) are in response to uses licensed by the Liquor Control Board pursuant to WAC 314-55, and do not address "Medical Marijuana, Collective Gardens,



the production, distribution or use of cannabis for medical purposes as defined in RCW 69.51A.

The Planning Commission finds that Title 15 should be specific as to what recreational marijuana production, processing and distribution is so the definitions of the proposed amendment make it clear what constitutes I-502 uses, and each zoning district where these uses are permitted or prohibited, and the land use review process and standards to which I-502 uses are reviewed under prior to approval of a permit application.

**Finding 5:** The Planning Commission finds the uses allowed under I-502 are distinguished from, and unlike, other plants grown and processed as typical agricultural practices and products for the following reasons:

1. The production, processing and retail sale of marijuana is subject to product tracking, accounting, state licensing and security measures unlike other agricultural products. The manufacturing of marijuana is most similar to drug manufacturing and cannot be sold or transferred similar to all other agricultural products.
2. The production and processing of marijuana is regulated as a Schedule 1 controlled substance under the federal Controlled Substances Act.
3. The production of marijuana is expected to be in a controlled environment; primary commercial growing operations will not generally be done as "land-based" agriculture, but contained within a secure facility as outlined in the proposed amendment.
4. Agricultural production of marijuana within the City of Ilwaco will occur inside secure and controlled commercial greenhouses and not in a typical outside growing operation similar to other agricultural production.
5. Recreational marijuana may not be sold or traded at farmer's markets, on site at agricultural farms, nor legally transported out of state like other agricultural products.

**Finding 6:** The Planning Commission finds that the proposed uses allowed under I-502 are subject to a Tier system under Liquor Control Board regulations and that these uses are regulated relative to the size of the facility. The type of decisions to be considered by the City Planner during the permit review process are also subject to additional zoning regulations and review requirements such as SEPA thresholds under Title 15. The proposed amendment will insure consistency when the City Planner reviews applications for Marijuana uses and that these uses are appropriately sited within the City.

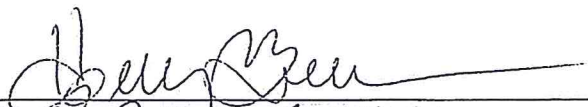
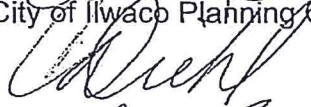

**Finding 7:** The Planning Commission finds that to alleviate a potential "attractive nuisance" for minors from the presence of buildings being used for drug manufacturing and retail sales near residential areas, that the proposed 200 foot buffer from adjoining residential areas is necessary to separate I-502 uses from residential zoning districts. The Planning Commission finds that I-502 uses should be prohibited in residential zoning districts as I-502 uses are not consistent with allowed uses within those zoning districts.

**Finding 8:** The Planning Commission considered the potential impacts to aesthetics, traffic, water use, waste discharge and similar activities resulting from I-502 uses. The Planning Commission finds that I-502 uses will be subject to additional permit review under Title 15, which will address potential impacts to make sure they will be adequately addressed to mitigate for potential impacts and level of services.

**Conclusion:**

The City of Ilwaco Planning Commission has reviewed the proposed amendments to Title 15 (Unified Development Ordinance) concerning the production, processing and retail sale of recreational marijuana, known as "I-502 uses", and hereby recommend City Council adopt the proposed amendments and findings of fact submitted by the Planning Commission for Councils consideration. The Planning Commission recommends the proposed amendment be adopted and that the temporary moratorium be repealed.

Respectfully submitted to the City Council of Ilwaco, pursuant to RCW 36.70A.040 and Title 15, Chapter 15.56.030 (F), this 6<sup>th</sup> day of May 2014 by,

  
\_\_\_\_\_  
City of Ilwaco Planning Commission  
  
  
Nanen muni



**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

A. Meeting Dates:      Council Workshop:                      Public Hearing:  
                                 Council Discussion Item:6/9/14              Council Business Item:

B. Issue/Topic: **CresComm License Agreement**

C. Sponsor(s):  
                    1. Gary Forner    2. Vinessa Mulinix

D. Background (overview of why issue is before council):  
In December of 2013, the council was presented a letter from CresComm requesting that a formal agreement be entered between the City of Ilwaco and CresComm for equipment CresComm has had on the property. At the request of the council, CresComm provided a drafted lease agreement that was reviewed by the City Attorney, Heather Reynolds. Heather suggested that a license agreement would be the appropriate instrument to document the relationship since CresComm would not have sole possession of the actual property. The sample document was sent to CresComm and then sent to the city property committee for review.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
CresComm would like the notification to vacate to be set at 120 days; however, it was limited to 90 days by the committee. The original sample document required a one year advance payment. CresComm has stated that they are not able to pay that much in advance.

F. Impacts:  
                    1. Fiscal:  
                    2. Legal: Heather Reynolds provided the sample agreement and has reviewed any changes.  
                    3. Personnel:  
                    4. Service/Delivery:

G. Planning Commission:      ☐ Recommended      ☒ N/A      ☐ Public Hearing on

H. Staff Comments:  
                    1. None

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to authorize the mayor to execute the license agreement between the City of Ilwaco and CresComm WiFi, LLC.**

## LICENSE AGREEMENT

**BETWEEN: CITY OF ILWACO (“City”) AND CRESCOMM WiFi, LLC (“Licensee”)**

### RECITALS

City is the owner of real property (the “Property”) described as:

A. Shop Building, 120 First Ave N, Ilwaco, Washington

B. Pump Station, Spring St, Ilwaco, Washington

NOW, THEREFORE, the parties mutually agree as follows:

**1. License.** City hereby grants to Licensees a revocable non-exclusive license to use the above Property for operation of their Ilwaco Fixed Wireless Network.

**2. License Fee.** Licensees shall pay to City in advance, on the first day of each calendar quarter of this license, a fee of \$ 180.00.

**3. Term.** This license shall renew annually upon payment of 1st Quarter License Fee, and shall be revocable by the City upon 90 days’ prior written notice to Licensees. In the event of revocation by City during a calendar quarter, any unused portion of the License Fee shall be refunded upon return of the Property to its original condition.

**4. Use of Property.** This license shall allow Licensee and its invitees to use the Property solely for Antenna and Ethernet cables in/on Shop Building and Pump Station as described on Attachment A. Licensee shall assure that the Property is maintained in its original condition and shall be responsible for any damage thereto. In the event of regular maintenance or emergency repair service, the City will allow and provide Licensee, their Agents and or Invitees access to do needed repairs and or maintenance in said licensed area and or location.

**5. Indemnity/Insurance.** Licensees agree that City shall have no liability for any claims, damages, injuries, suits or actions resulting from use of the Property by Licensees or their invitees, and Licensees shall indemnify, defend and hold City and its officers and employees harmless from any such claims, including attorney fees and all related costs or expenses. Licensee shall obtain and maintain comprehensive general liability insurance, against any and all claims for damages to persons or property that may arise out of operations under this Agreement. Such insurance shall protect Licensor in the amount of \$2,000,000 per occurrence. Such insurance shall cover all risks arising directly or indirectly out of Licensee’s activities on or any condition of the premises and shall name Licensor as Additional Insured. Licensee shall provide Licensor with a Certificate of Insurance upon execution of this Agreement.

**6. No Assignment.** The rights granted under this License are personal to Licensee and may not be assigned or transferred. No right to use any portion of the property may be conferred on any third person by any means, without the prior written consent of City. City may withhold or condition such consent in its sole and arbitrary discretion.

**7. Miscellaneous.**

**7.1 Complete Agreement.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

**7.2 Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

**7.3 Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action commenced in connection with this Agreement shall be in the Superior Court of Pacific County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of City shall be cumulative and maybe exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of City according to law.

**7.4 Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by City.

**7.5 Strict Performance.** Waiver by either party of strict performance of any provision of this License shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**7.6 Agreement Binding.** Subject to the limitations on transfer of Licensee's interest, this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**7.7 Time is of the Essence.** Time is of the essence of the performance of each of the Licensee's obligations.

WHEREFORE, City and Licensee have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_.

**CRESComm WiFi, LLC**

**CITY OF ILWACO**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:



700 Pacific Ave No, Bldg. 3  
P. O. Box 250  
Long Beach, WA 98631-0250  
(360)642-0858, Admin  
(360)642-4058, Fax  
(800)562-0036, Sales

# CresComm WiFi, LLC

## Attachment ~~A~~ Equipment List

### City Shop Building

CAT5E Cable running East on the wall from the PUD room inside the shop to the upper SE corner. From here it goes through flex conduit over to the adjacent building at 116 E Spruce St owned by Stephanie Fritts of which we have a registered Easement.

We have a locking 14x24" (approx) NEMA cabinet for our switch and conduit running to the roof containing CAT5E cable. Ford Electric installed the conduit and Electrical outlet in said cabinet.

Plans are to mount an Uniquiti airMAX 24" diameter dish on light standard above our NEMA cabinet on the edge of shop roof. Existing equipment currently on light standard will be removed.

### Spring Street Pump Station

One 6x6" x 17' pressure treated pole (in ground) at NW corner of building. One 12x12x6" NEMA box on upper right hand corner of West end of building for our switch. Conduit inside building and electrical outlet in NEMA box installed by Ford Electric.

On pole is a 6x10x3" Metal NEMA box containing fully functional hotspot router. Unit is powered by Power Over Ethernet (POE) and there are two antennas (one linking to Ilwaco AP and one TX/RX for said WIFI Hotspot. This hotspot provides WIFI coverage on the West side of town and Fisherman's Cove RV Park.



700 Pacific Ave No, Bldg. 3  
P. O. Box 250  
Long Beach, WA 98631-0250  
(360)642-0858, Admin  
(360)642-4058, Fax  
(800)562-0036, Sales

# CresComm WiFi, LLC

December 6, 2013

Honorable Mayor Cassinelli and Council Members;

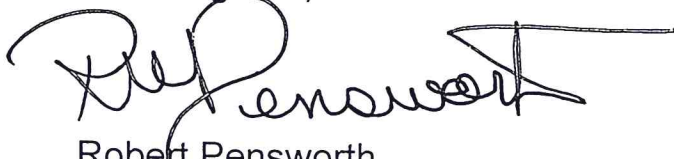
For nearly 6 years CresComm has had a connection to PUD's fiber in the warehouse room the PUD leases from the City. We used to have our antenna pole on the City's warehouse roof.

When you re-roofed the we moved the antenna mast to Stephanie Fritt's building (adjacent to the City warehouse) at 116 E Spruce. We still need to keep the Ethernet cable running through the City warehouse to our new location in the adjacent mini-storage building.

We have an Easement with Stephanie Fritts on file with Pacific County for use of her building.

We're making a formal request to Ilwaco City Council to negotiate an Easement (and fee agreement) to keep our cable in place in City's warehouse.

Kind Regards;



Robert Pensworth  
Manager/System Admins

crescomm.net

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates: Council Workshop: Public Hearing:  
Council Discussion Item: 5/12/14 Council Business Item:  
6/9/14
- B. Issue/Topic: **Purchase of two 35 horsepower Flygt Pumps from Whitney Equipment Company, Inc.**

- C. Sponsor(s):
- |                     |    |
|---------------------|----|
| 1. Mayor Cassinelli | 2. |
|---------------------|----|

- D. Background (overview of why issue is before council): The Wasterwater Plant Supervisor has come to the conclusion that the replacement of two liftstations pumps is necessary.

Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. Purchasing the pumps would make the existing sewer collection system liftstation at Cape Disappointment work more efficiently.

- E. Impacts: Fiscal: \$60,120.34 for both pumps, which has been budgeted.
1. Legal: The City Attorney has reviewed the proposed purchase and resolution.
  2. Personnel:
  3. Service/Delivery:

- F. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

- G. Staff Comments:
- 1.

- H. Time Constraints/Due Dates:

- I. Proposed Motion: **I move to adopt the resolution to purchase the two 35 horsepower Flygt Pumps from the Whitney Equipment Company, Inc. for the sewer collection system at Cape Disappointment liftstation.**

**CITY OF ILWACO  
RESOLUTION NO. 2014-XX**

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON  
AUTHORIZING THE PURCHASE OF AN TWO 35 HORSEPOWER FLYGT PUMPS  
FROM WHITNEY EQUIPMENT COMPANY, INC. BASED ON SPECIAL  
FACILITIES AND MARKET CONDITIONS, AND WAIVING COMPETITIVE  
BIDDING REQUIREMENTS**

**WHEREAS**, the City Council finds that based upon extensive research by the Wastewater Plant Supervisor, the purchase of two 35 hp Flygt pumps as manufactured by Xylem will optimately and efficiently operate in conjunction with the existing sewer collection system liftstation in the Cape Disappointment State Park area and,

**WHEREAS**, RCW 39.04.280 provides that a local agency, by Resolution may waive the competitive bidding requirements when the purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions; and,

**WHEREAS**, and the Flygt pumps to be purchased must work efficiently and effectively with the existing collection system, and no other pumps exist that work with the existing system; and,

**WHEREAS**, the City Council finds that there is one brand of pump that will meet the City's needs; and,

**WHEREAS**, the City Council finds that Whitney Equipment Co, Inc is the sole source of supply for the Flygt pumps in the States of Washington and Oregon, as per the attached letter from Xylem, and it will provide the pumps to the City at the lowest price it may offer, and,

**WHEREAS**, the City Council finds that it is appropriate to waive the competitive bidding requirements for the above reasons; and,

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,  
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The City's purchase of two pumps in the amount of \$60,120.34 from Whitney Equipment Company Inc. is authorized and competitive bidding requirements are hereby waived for the purchase due to special facilities and market conditions.

**Section 2. Severability.** If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.



**Section 3.** This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

\_\_\_\_\_  
Mike Cassinelli, Mayor

ATTEST:

\_\_\_\_\_  
Ariel Smith, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE: June XX, 2014

## REQUEST FOR SOLE SOURCE

From: Warren Hazen /Wastewater  
Name of Department Head Dept./Division

Subject: Sole Source Request for the Purchase Of: Two 35hp Flygt pumps

REQUESTED SUPPLIER: Whitney Equipment Company, Inc.

REQUISITION NUMBER: 19872r1 COST ESTIMATE: 60,120.34

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Refer to the attached sole source justification as prepared by our department, to the attached review of available products/services and to my completed Purchase Requisition.

<p>Requestor</p>       <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 10px;"> <span>Signature of Requestor</span> <span>/ Date</span> </div>	<p>Mayor</p>  <div style="display: flex; justify-content: space-around; margin-bottom: 10px;"> <span><input type="checkbox"/> Approved</span> <span><input type="checkbox"/> Rejected</span> </div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 10px;"> <span>Signature of Mayor</span> <span>/ Date</span> </div>
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## SOLE SOURCE JUSTIFICATION

**Requisition Item:** Two 35hp Flygt pumps

**Prior Purchase Order Number (if item had been approved previously):** \_\_\_\_\_

**1. Please describe the item and its function:**

The two 35hp Flygt pumps would be used to replace the Fairbanks Morse pumps that are currently in use at the Cape Disappointment liftstation. The pumps are used to pump sewage from the collection system to the wastewater plant.

**2. This is a sole source\* because:**

- ☐ sole provide of a licensed or patented good or service
- ☒ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- ☐ sole provider of goods and services for which the City has established a standard\*\*
- ☐ sole provider of factory-authorized warranty service
- ☐ sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- ☐ the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (please attach information on market price survey, availability, etc.)

**3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.**

Whitney Equipment Company, Inc. has been identified by Xylem, the manufacturer of Flygt pumps, as the exclusive distributor for Washington, northern Idaho, and Oregon in a letter dated February 11<sup>th</sup>, 2013. Nancy Lockett, engineer with Gray & Osborne, has worked closely with the city for many years. She is familiar with the wastewater collection system and its components. In an email dated May 6, 2014, she points out the beneficial qualities of Flygt pumps as well as the benefits for standardizing the city's wastewater collection system equipment. In a follow-up email dated May 13, 2014, Nancy explains that many of the other utilities on the Long Beach Peninsula have chosen to standardize to Flygt pumps due to the qualities that are suitable to the conditions in the area. Of the sixteen large pumps that the city utilizes for wastewater treatment and collection, eleven of them are Flygt pumps. The two that are to be replaced are Fairbanks Morris pumps that were originally installed by the Washington State Parks. Finally in an email dated May 7<sup>th</sup>, the wastewater plant operators describe the reason that they are requesting Flygt pumps be purchased.

**4. What steps were taken to verify that these features are not available elsewhere?**

- ☐ Other brands/manufacturers were examined (please list phone numbers and names, and explain why these were not suitable)
- ☐ Other vendors were contacted (please list phone numbers and names, and explain why these were not suitable).

The steps taken to verify that these features are elsewhere were: Contacting Jim Joyce who is the representative for ABS Pumps and Cornell who is a manufacturer. I discussed the technical advantages of the new technology on pumps. By far Flygt was by far superior pumps for the application. The phone numbers were as follows: Jim Joyce ABS Pumps & Cornell (425) 644-8501 The other company contacted was Beckwith & Kuffel (360) 573- 6700 Dave Jolly. He was very knowledgeable on pumps and their



reliability. He agreed with me that Flight was the way to go. With my knowledge of Wastewater with 28 years experience, Flight is the correct standard that the city needs to stay with. Gray & Osborn have also recommended their work and the contact person is Nancy Locket.

\*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

\*\*Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

# Whitney Equipment Company Inc

Manufactures' Representative

21222 30th Dr SE, Ste 110  
Bothell, WA 98021  
Phone 425-486-9499 Fax 425-485-7409

Name: Warren Hazen  
Company: City of Ilwaco  
Email: wastewater@ilwaco-wa.gov  
Phone: 360-642-8200  
Re: Cape Disappointment Pump Station

## Quote Reference Number

19872r1 - Ilwaco Cape Disappointment

**02/20/2014**

Prepared by: Ben Scrace

Mobile: 206-9630-0332

bscrace@weci.com

### Comments or Special Instructions:

Here is the quote to replace his Fairbanks Morse model 5434MV pumps based on the duty point provided of 200 GPM @ 180' TDH. This pump has a 4" discharge and we will be using the existing Fairbanks-Morse guide rail bracket mounted to the Flygt discharge flange. Included with this quote you will find copies of the Fairbanks Morris pump data used to size the Flygt pump. Please review The Flygt pump is a larger HP motor and requires 40 Amp, current installed pumps shows 37.2 FLA. Please confirm station is able to accept the slightly larger motor which does increase efficiency from 33% to 43.7%.

Qty	Description
<b>Pump:</b>	
2	3171.095 ~ 277 SH Hard Iron N-Impeller /4" Discharge Less Sliding Bracket
	35 HP/ 460 V/ 3 PH FM Motor
	50-foot subcab 4/3-2-1 GC 32.8-34.8MM
2	mini-CAS II
2	mini-CAS Base
<b>Discharge / Suction:</b>	
1	Mix-Fush Valve
3	Custom Drilled Volute for F-M Bracket
<b>Accessories:</b>	
1	Lifting Chain Assemblies - 20'
1	15/32" Wide Shackle
1	Quick Link

<b>Equipment</b>	<b>\$52,260.76</b>
<b>Start-up Estimate:</b>	<b>\$2,476.00</b>
<b>Freight Estimate:</b>	<b>\$1,033.50</b>
<b>Sales Tax (7.8%):</b>	<b>\$4,350.08</b>

**TOTAL: \$60,120.34**

Please make purchase orders out to: Whitney Equipment Company Inc.

Lead Time: 10-12 Weeks after receipt of order.

Freight: FOB, Pre-Pay & Add. Estimate included with quote

Sales: Estimate provided with quote (Please verify Sales Tax 7.8% or provide exemption certificate)

Terms: Net 30 days & per attached terms and conditions.

Copy: Sharon Adler (Whitney Equipment Co.) - Inside Sales; Product Manager  
Terah Bruce (Whitney Equipment Co.) - Service Coordinator

Harrison J. Neat  
Distribution Manager, Transport



Flygt Products  
2333 48<sup>th</sup> Avenue SW Olympia, WA 98512  
O: 360-754-3610 M: 972-342-6662  
harrison.neat@xyleminc.com

February 11, 2013

Subject: Factory authorized distributor for Flygt products and service

To whom it may concern:

This letter is to inform you that Whitney Equipment Co., Inc., 21222 30th Ave. SE, Bldg. C Suite 110, Bothell, WA 98021 (Tel: 425-486-9499), is the exclusive factory authorized distributor of Flygt pumps, parts and accessories for the Municipal and Industrial markets in the states of Washington and northern Idaho, and the Industrial market in the state of Oregon. Whitney Equipment is also the only factory authorized service center in Washington, employing factory-trained mechanics capable of servicing all Flygt products manufactured by Xylem Water Solutions.

We are confident that Whitney Equipment will be able to provide expert advice and service in a professional manner for any of your pumping needs.

Thank you for your interest in Flygt products.

Yours very truly,

A handwritten signature in black ink, appearing to read "Harrison Neat", with a stylized flourish at the end.

Harrison J. Neat  
Distribution Manager

cc: Whitney Equipment Co., Inc.



WHITNEY EQUIPMENT CO., INC.  
BOTHELL, WA  
STANDARD CONDITIONS OF SALE

These are Whitney Equipment Co., Inc., the Seller, Standard Terms and Conditions and the basis of our offer, unless specifically altered in writing herein, and changes may affect the price.

**ACCEPTANCE:** THIS QUOTATION OR PROPOSAL IS NOT AN OFFER. BUYER MAY, WITHIN 30 DAYS, MAKE THIS PROPOSAL THE BASIS OF AN ORDER WHICH IS SUBJECT TO ACCEPTANCE OF THE SELLER AND THE ACCEPTANCE OF OUR SUPPLIERS TO FURNISH ALL OR PARTS OF THE ORDER.

**TAXES:** We do not include any Federal, State, City, County, or other sales, custom duties, or taxes such as sales, use, excise, retailer's occupation or similar taxes and fees, in the price and we will add any taxes that are required to pay to the purchase price. In lieu of paying such taxes to the Seller, the Buyer may furnish the Seller with a Tax Exemption Certificate or other legal and appropriate taxing authorities at any time.

**TERMS:** The Seller's terms are net cash 30 days after the date of the invoice. The Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should the Buyer's credit standing not meet the Seller's acceptance. A service charge of 1.5% per month on the unpaid balance will be charged on all overdue monies payable. Buyer shall not assign or transfer their contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void. Buyer agrees to pay all collection costs and costs of suit, including reasonable attorney fees, in the event Seller institutes collection action for overdue account. Seller expressly reserves all available lien rights in connection with any transaction between the parties.

**CREDIT:** Required with each order is the necessary credit information including bank reference, bonding company, or other necessary information with complete names, addresses, phone numbers, personal references, account and/or bond numbers.

**SHIPMENTS:** Delivery and shipping times are our best estimate and do not include time to transfer the products on order, and to accept order. We are not liable for delay that is beyond our control or caused by: an accident; riots; insurrections; national emergency; labor disputes of every kind however caused; embargoes; non-delivery by suppliers; delays of carriers or postal authorities; or governmental restrictions, prohibitions, or requirements. Regardless of the cause, we will not accept any penalty for shipping beyond the date specified in the contract.

**APPROVALS:** Buyer is responsible for obtaining engineers or owners approval on products. The Seller in this proposal represents only that products are as described. The Seller does not warrant that the products described will meet engineers or owners approval, or that products meet specification.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 -** We do not warrant or represent that any of our products by themselves or in a system or with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, or any other federal, state, or local law or regulation of the same or similar nature.

**LIABILITY:** Notwithstanding any liabilities or responsibilities assumed by Seller hereunder, Seller shall in no event be liable for lost profit, downtime, operating or maintenance costs or for any other special, indirect or consequential damages.

**CANCELLATION:** The Buyer may cancel his order only upon written notice and payment to Seller of reasonable cancellation charges specified by Seller.

**INSURANCE:** Buyer shall provide and maintain for Seller's benefit, insurance on said equipment against loss from fire, wind, water or other causes with insurance companies legally authorized to do business where said equipment is located in an amount at least equal to the value of said equipment until the equipment is accepted and paid for in full. In no case does the purchase price, even if inclusive of freight, cover the cost of insurance beyond the point of delivery specified in this Proposal.

**WARRANTY:** Whitney Equipment Company, Inc. makes no warranties on any products sold, provided however that the buyer shall have whatever warranty, if any, made by the manufacturer of the products sold. Whitney Equipment Co., Inc. expressly excludes from any warranty any and all charges, labor or otherwise, for installation, removal, reinstallation, shipping, utilities, equipment rental, other required materials, or any other items. The parties agree that the buyer's sole and exclusive remedy, if any, against the Seller shall be against the manufacturer as provided herein. The buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, down time, operating or maintenance costs, injury to persons or property, or any other special, indirect, incidental or consequential loss) shall be available to buyer.

**THE WARRANTY AND THE LIMITATION OF REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. WHITNEY EQUIPMENT CO., INC. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.**

**MERGER CLAUSE:** The Seller's salesman may have made oral statements about the merchandise described in this contract. Such statements do not constitute warranties, shall not be relied on by the buyer, and are not part of the contract for sale. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

**PRICE:** The prices specified are in U.S. currency, payable free of all expense to the Seller for collection charges. Prorated payment shall be made for partial shipments.

**CHANGES:** We reserve the right to make changes and to substitute other material as needed to make shipment and fulfill the contract.

**ERRORS:** Seller reserves the right to correct clerical or stenographic errors or omissions.

**GOVERNING LAWS:** The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of Seller's office to which this order has been submitted.

**INSPECTION:** Buyer shall inspect Seller's Products upon receipt, and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within three (3) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such a three (3) day period shall constitute a waiver by Buyer of all claims covering such defects in the Products.

**NOT INCLUDED:** We do not include any item not specifically listed as included and specifically do not include freight, haulage, unloading, freight claims, installation, erection, concrete, grout, water, utilities, lubricating grease and oil, power, tools, labor, controls, conduit, wiring, meters, main disconnects, piping,

valves, fittings, gaskets, hardware, freight, taxes, covers, field paint, insurance, testing, royalties, maintenance, operation, erection supervision, transportation, anchor bolts, welding rod.

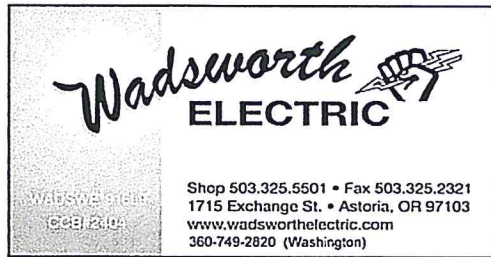
**FREIGHT:** Prices quoted are F.O.B. point of manufacture and do not include freight unless specifically listed as included. Title passed to the Buyer when the Products are transferred to the carrier and all freight claims are the responsibility of the Buyer. We will attempt to follow your shipping instructions, but are not responsible for actions and delays of the carrier or alter-carriers.

**BACKCHARGES** will not be accepted unless approved by Seller, in writing, before any work is done.

**DELAYS:** Price and terms and conditions are subject to revision if manufacture is not released at time of order placement or drawings for approval are not returned within 30 days from receipt by customer, or manufacture is released and subsequently held or delayed by the customer for more than 30 days, or customer requests longer than quoted shipment.

**DECOMPOSITION AND WEAR:** Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.





City of Ilwaco  
ATTN: Warren Hazen  
Ilwaco, WA

February 26, 2014

RE: Cape D and N. Head Sewer Lift Station Meg Testing, Analysis, and Recommendations

Mr. Hazen,

Again we thank you for being our customer and for your business. Testing and maintenance was recently completed on motors in the two referenced lift stations. Our findings, data analysis and recommendations are below.

Four 30 HP motors in these lift stations were tested with a meg ohm meter to determine wear and remaining useful life span of the motors in these two stations. We found severe wear in two of the four motors and recommend you add the replacement of these motors to your immediate maintenance schedule and budget. The other two were not as severe, but testing indicated that they will be at the end of their usable life within the year, at the current usage rate.

At time of replacement we also recommend that you budget to have variable frequency drives matched to the motors and commission those when the motors are replaced. This will add longevity to new motors by (1) conditioning incoming power and (2) reducing damaging load from the high head pressure at the sites, as well as increase energy efficiency and save money on power usage.

Due to discoloration on the wire and equipment, it appears that gas is infiltrating the space. A second recommendation would be to seal and condition the space that houses the equipment to prevent gas entering and damaging the equipment. This would require replacing existing louvers with motorized louvers and connecting to the generator controls, an automatic control for the exhaust fan, and possibly adding another fan to pressurize the building and gasketing doors and sealing cracks to prevent gas infiltration or air leakage.

Thank you again for your patronage. Please let us know if there are other needs that we can meet to make your facility more successful.

Sincerely,  
Cassandra Liljenwall, Manager  
Wadsworth Electric



## Elaine McMillan

---

**From:** Nancy Lockett [nlockett@g-o.com]  
**Sent:** Tuesday, May 13, 2014 4:40 PM  
**To:** Mike Casinelli- Mayor; Treasurer  
**Cc:** Warren Hazen  
**Subject:** FW: Resolution for pumps  
**Attachments:** RESOLUTION NO 2014-xx Pumps for Cape D liftstation.docx

Mayor and Elaine,

In addition to my comments regarding standardizing around Flygt pumps for the wastewater treatment plant and collection system I'd like to add that of the 16 large pumps associated with the wastewater collection and treatment system 11 are Flygt. The four Fairbanks Morris pumps at the lift stations at Cape Disappointment were purchased by State Parks.

Other sewer utilities in the south Peninsula area including the Coast Guard Station and the City of Long Beach have standardized on Flygt pumps due to the reliability, robustness and access to maintenance assistance for the Flygt products. Seaview Sewer District is in the process of retrofitting their collection system pump stations with Flygt pumps. The prevalence of Flygt products in the area is a testimony to their suitability for the environment and the availability of maintenance assistance.

Thanks, Nancy

Elaine,

Warren asked me to write a brief paragraph about why the use of Flygt pumps at all the City's lift stations, including the lift station Cape Disappointment, is desirable. The wastewater treatment plant and collection system pumps are being standardized around Flygt equipment. Standardization around a single supplier improves the ability of the staff to troubleshoot and effect minor repairs of the pumps and limits the number of spare parts required to be kept on hand. Flygt pumps are robust, efficient and tend to provide excellent service throughout the life of the pumps. Flygt submersible pumps are an appropriate choice for standardization of the City's submersible pumps.

Nancy

-----Original Message-----

**From:** Warren [<mailto:wastewater@ilwaco-wa.gov>]  
**Sent:** Tuesday, May 06, 2014 11:08 AM  
**To:** Nancy Lockett  
**Subject:** FW: Resolution for pumps

---

**From:** Elaine McMillan [<mailto:treasurer@ilwaco-wa.gov>]  
**Sent:** Tuesday, May 06, 2014 8:33 AM

To: 'Warren'  
Cc: City Clerk  
Subject: Resolution for pumps

Warren -

Please let me know if your thoughts on the resolution. Additional description of the pumps and why we must have Flygt pumps would be helpful.  
Once I have your suggestions, I will ask Ariel to get it to Heather to review and it along with the supporting documents will go to the council.

Thanks,

Elaine McMillan

Treasurer

City of Ilwaco

P.O. Box 548

Ilwaco, WA 98624

Ph: 360-642-3145

Email: [treasurer@ilwaco-wa.gov](mailto:treasurer@ilwaco-wa.gov)

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

A. Meeting Dates: Council Workshop: 5/27/14                      Public Hearing:  
                                 Council Discussion Item: 5/27, 6/9      Council Business Item:

B. Issue/Topic: **City Center Reservoir**

C. Sponsor(s):

1. Mike Cassinelli
- 2.

D. Background (overview of why issue is before council):

At the completion of this project, it was brought to the City's attention that there had been a miscalculation during the survey performed by G&O. This does not prevent the new reservoir from reaching its capacity, but it does limit the existing reservoir. The Council was made aware of this and G&O has presented three options to correct this error. These are all explained in detail in the letter attached from Nancy Lockett.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. The first option presented by G&O would be to install an altitude valve. This would allow the steel reservoir to reach its capacity while not causing the other to overflow.
2. Another option would be to increase the maximum operating level elevation.
3. The last option and the recommended course of action would be to raise the glass-fused reservoir overflow elevation.
4. Nancy also mentioned that she would be willing to also include the specs to paint the steel reservoir.

F. Impacts:

1. Fiscal:
2. Legal: The City's attorney is aware of the current situation.
3. Personnel:
4. Service/Delivery:

G. Planning Commission:    ☐ Recommended    ☒ N/A    ☐ Public Hearing on

H. Staff Comments:

1. None

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to authorize the Mayor to execute an agreement for the recommendation by Gray & Osborne to install a 10-inch extension to the overflow riser in the glass-fused reservoir.**





**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS

May 21, 2014

Mayor Mike Cassinelli  
City of Ilwaco  
P.O. Box 548  
Ilwaco, Washington 98624

SUBJECT: 500,000-GALLON RESERVOIR PROJECT  
CITY OF ILWACO, PACIFIC COUNTY, WASHINGTON  
G&O #12460.00

Dear Mayor Cassinelli:

As you are aware, we had a bust in our survey and the overflow of the new reservoir is approximately 3 feet lower than planned. This does not prevent the new reservoir (identified as the glass-fused reservoir in this letter) from reaching the full nominal storage capacity of 500,000 gallon but it does prevent the existing steel reservoir (identified as the steel reservoir in this letter) from reaching its full nominal storage capacity of 500,000 gallons.

When both reservoirs are operating the two reservoirs operate in series. Incoming water from the Stringtown Booster Station is directed to the glass-fused reservoir. Water from the glass-fused reservoir flows into the steel reservoir and then into the City's distribution system. In order for the reservoirs to operate in series the maximum operating water level of the two reservoirs must be the same and the reservoir levels rise and fall in tandem. The reservoirs were designed to operate in series to ensure turnover of the water in each tank.

The maximum water elevation in the two reservoirs operating in series is dictated by the overflow elevation of the glass-fused reservoir. Currently the overflow elevation is 157.25 feet and the maximum water level is set at 156.50 feet, 0.75 feet below the overflow elevation. The total storage volume available in both reservoirs is 946,639 gallons (505,505 gallons in the glass-fused reservoir and 444,134 gallons in the steel reservoir). The minimum operating level, the level that signals the Stringtown Booster Station to run and the elevation used to determine system pressure, is currently set at 155.50 feet. This is 2 feet lower than the previous minimum operating level in the steel reservoir which results in a decrease in system pressure of approximately 0.87 psi.

If the steel reservoir is operated independently, as may occur during routine cleaning of the glass-fused reservoir, the water level in the steel reservoir could be maximized by raising the maximum water level to an elevation closer to the overflow elevation in that tank.

We have evaluated three alternatives for increasing the total storage volume and system pressure available in the two tanks as described below.



Mayor Mike Cassinelli  
May 21, 2014  
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### **1. Install Altitude Valve**

An altitude valve is used to control the water level in a reservoir by restricting inflow into the reservoir. The goal of using an altitude valve in this case is to allow the steel reservoir to fill to its nominal capacity of 500,000 gallons while not causing the glass-fused reservoir to overflow. If this were able to be accomplished, the total storage capacity available would be approximately 1 million gallons. In the current piping configuration an altitude valve could be installed on the glass-fused reservoir influent line. Check valves would need to be installed in the glass-fused reservoir bypass line and the discharge line from the glass-fused reservoir. The normally closed valve on the glass-fused reservoir bypass line would be opened to allow inflow from the Stringtown Booster Station to fill either reservoir. When the maximum operating level in the glass-fused reservoir was reached the altitude valve on the influent line to the glass-fused reservoir would close and all incoming water would be directed to the steel reservoir. In order to ensure turnover of water in the glass-fused reservoir the minimum operating level, the difference between the maximum operating level and the level that calls the Stringtown Booster Station to run, would need to be set low enough to ensure that several feet of water is drawn out of the glass-fused reservoir before the booster pump is called to fill the reservoirs. Assuming the minimum operating level is set 2 feet below the glass-fused reservoir maximum operating level of 156.5 feet the decrease in system pressure would be approximately 1.2 psi.

Installation of an altitude valve would increase total storage volume to 1 million gallons but would decrease system pressure further than currently experienced.

### **2. Increase Maximum Operating Level Elevation**

Currently, the maximum operating level elevation is set 0.75 feet below the glass-fused reservoir overflow elevation and the operating range, difference between maximum and minimum operating level, is one foot. If the maximum operating level elevation was set 0.5 feet below the glass-fused reservoir overflow and 1 foot of operating range was maintained the total storage volume would be 959,540 gallons and the system pressure decrease would be approximately 0.75 psi.

### **3. Raise Glass-Fused Reservoir Overflow Elevation**

The manufacturer of the glass-fused reservoir has determined that the overflow elevation could be safely raised 10 inches. Two operating scenarios under this alternative were evaluated.

- a. Maximum operating level set 0.75 feet below the new overflow elevation of 158.08 feet. Maintain the operating range at 1 foot. Total storage volume available is 989,470 gallons and the system pressure decrease would be approximately 0.51 psi.





Mayor Mike Cassinelli  
May 21, 2014  
Page 3

- b. Maximum operating level set 0.5 feet below the new overflow elevation of 158.08 feet. Maintain the operating range at 1 ft. Total storage volume available is 1,002,371 gallons and the system pressure decrease would be approximately 0.4 psi.

The following table summarizes the operating parameters associated with the alternatives presented above.

**TABLE 1**  
**Comparison of Storage Volume and System Pressure**

Alternative	Overflow Elevation (feet)	Glass-Fused Reservoir Maximum Operating Level (feet)	Steel Reservoir Maximum Operating Level (feet)	Glass-Fused Reservoir Volume (gallons)	Steel Reservoir Volume (gallons)	Total Volume (gallons)	PSI Differential (Pre-2014 to Current)
Current Operation (Max. Operating Level 0.75 feet below overflow)	157.25	156.50	156.50	502,505	444,133	946,638	-0.87
Increase Max. Operating Level to 0.5 feet below overflow	157.25	156.75	156.75	510,119	449,421	959,539	-0.76
Install Altitude Valve	160.50 <sup>(1)</sup>	156.75	159.50	510,119	507,581	1,017,700	-1.19
Increase Overflow Elevation 10 inch, Max Operating Level 0.75 feet below overflow	158.08	157.33	157.33	527,783	461,687	989,470	-0.51
Increase Overflow Elevation 10 inch, Max. Operating Level 0.5 feet below overflow	158.08	157.58	157.58	535,396	466,974	1,002,371	-0.40

(1) Overflow elevation of steel reservoir.

Water system modeling assumptions included in the City's 2010 *Water System Plan* are conservative enough that the assumptions included in the 2010 *Water System Plan* are not affected by this change.

The alternative to increase the overflow elevation of the glass-fused reservoir and set the maximum operating level at 0.5 feet below the overflow elevation provides total storage





Mayor Mike Cassinelli  
May 21, 2014  
Page 4

volume in excess of 1 million gallons and minimizes the pressure differential at the minimum operating level.

The City is not limited by the total storage volume available in the City Center Zone. Table 3-14, 2011 *Water System Plan*, identifies that 614,241 gallons of storage is required in the City Center zone in 2030. The City had adequate capacity even with the 260,000 gallon wood reservoir. However, since the reservoir was in need of replacement it was determined that it was prudent to replace it with a 500,000-gallon reservoir to provide a higher level of system redundancy. At this time, the City will have between 332,000 gallons and 388,000 gallons of excess storage if both reservoirs are in operation depending on which of the alternatives discussed above is chosen. In the event that one reservoir is offline excess capacity from the Discovery Heights Reservoir can be directed to the City Center if necessary.

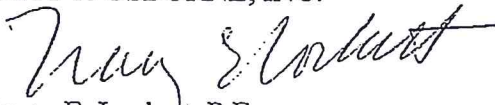
Additionally, we checked the 2011 AWWA Standard for Welded Steel Tanks and the current seismic design criteria to determine the freeboard height that would be included in the design if the steel reservoir were designed under the new standards. The new seismic standards would indicate that 6.7 feet of freeboard should be provided between the water surface and the roof to minimize potential damage to the roof due to a sloshing wave. The previous operating level of the steel tank allowed 4 feet of freeboard between the normal operating level and the roof. Currently the freeboard available in the steel tank is 7 feet. If an altitude valve were installed the freeboard available in the steel tank would be 4 feet and if the glass-fused tank overflow is raised 10 inches and the maximum operating level is set at 157.58 feet the available freeboard in the steel tank would be 5.92 feet.

We recommend that the City allow Gray & Osborne to install a 10-inch extension to the overflow riser in the glass-fused reservoir. The total storage volume available in the City Center zone will be in excess of 1 million gallons and the potential differential in system pressure will be minimized.

Please let me know how you would like us to proceed.

Sincerely,

GRAY & OSBORNE, INC.



Nancy E. Lockett, P.E.

NEL/sc  
Encl.

cc: Ms. Teresa Walker, P.E., Washington State Department of Health, SW Drinking Water Operations

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates:      Council Workshop:                      Public Hearing:  
                                 Council Discussion Item: 06/09/14      Council Business Item:
- B. Issue/Topic: **Interlocal Agreement between DOR and City of Ilwaco for Business Licensing services**
- C. Sponsor(s):  
    1. Mike Cassinelli    2.
- D. Background (overview of why issue is before council):  
    1. Our current Interlocal agreement for business licensing services will expire in August. This is just a renewal of the current agreement with the Department of Revenue to act as our business licensing agent for the purpose of collecting, processing, and disbursing information, licenses, and fees.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
    1. The agreement is attached to this briefing document for the council's review. It covers a period of five years.
- F. Impacts:  
    1. Fiscal: No impact  
    2. Legal:  
    3. Personnel:  
    4. Service/Delivery:
- G. Planning Commission:      ☐ Recommended      ☒ N/A      ☐ Public Hearing on
- H. Staff Comments:  
    1.
- I. Time Constraints/Due Dates: The current agreement expires on August 10, 2014.
- J. Proposed Motion: **I move to authorize the mayor to execute the Interlocal Agreement between the Department of Revenue and the City of Ilwaco.**

## BUSINESS LICENSING SERVICES AGREEMENT

I. Parties and Contact Information

This Business Licensing Services Agreement ("Agreement") is entered into between the parties identified below:

	State of Washington Department of Revenue Business Licensing Services	City of Ilwaco
	("Revenue")	("Partner")
Mailing Address	PO Box 47475 Olympia, WA 98504-7475	PO Box 548 Ilwaco, WA 98624
Delivery Address	6500 Linderson Way SW, Ste 102 Tumwater, WA 98501	PO Box 548 Ilwaco, WA 98624
Contact Person:	Maria Moore Phone: (360) 705-6641 FAX: (360) 705-6699 E-Mail: <a href="mailto:mariam@dor.wa.gov">mariam@dor.wa.gov</a>	Ariel Smith Phone: (360) 642-3145 FAX: _____ E-Mail: <a href="mailto:clerk@ilwaco-wa.gov">clerk@ilwaco-wa.gov</a>

II. Purpose.

The purpose of this Agreement is to establish the terms under which the Business Licensing Services Division of the Department of Revenue will act as Partner's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner's licensing or other regulatory activities. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

III. Effective date.

This Agreement is effective as of (*check one*): ☐ (mm/dd/yyyy).

☒ the date of the last signature of the parties.

IV. Services provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner's business licensing and/or other regulatory activities.
- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.



- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

#### V. Partner obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
  - The Business License Application and other forms and processes established by Revenue;
  - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
  - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and on-line services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.
- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

#### VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue for all fees charged by credit card processors and/or financial institutions upon any funds charged, collected, or refunded by Revenue in processing applications and /or collecting fees related to Partner's licensing or other regulatory activities.
- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.
- The Partner shall reimburse Revenue for Partner's share of mainframe charges from the Department of Enterprise Services. Partner's share includes per inquiry/entry charge for access and usage of the BLS system, costs required to transmit Word document reports, and costs associated with ad hoc reports requested (if any).

#### VII. Billing procedures.

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

#### VIII. Confidentiality and data sharing.

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

#### IX. Term and Termination.

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party.

#### X. Disputes.

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

#### XI. Miscellaneous.

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. Interpretation. This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.



- C. No Waiver. The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. Assignment and Delegation. Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. Survival. Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. No third party beneficiaries. This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. Amendments. No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. Merger and integration. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. Changes in law. The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date specified above.

State of Washington  
Department of Revenue  
Business Licensing Services

City of Ilwaco

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Date

Template approved as to form

Approved as to form

ON FILE

\_\_\_\_\_  
Rebecca Glasgow,  
Assistant Attorney General for Washington State

\_\_\_\_\_

\_\_\_\_\_ Date



## EXHIBIT A

### CONFIDENTIALITY AND DATA SHARING

#### 1. Purpose and Scope

The following provisions establish the terms under which Revenue and Partner will share Confidential Licensing Information pursuant to the BLS Agency Partnership Agreement (the "Agreement").

#### 2. Definitions

"Confidential Licensing Information" has the same meaning as "Licensing Information" under RCW 19.02.115(1) (b) and includes, but is not limited to, any information included in the master applications, renewal applications, and master licenses under the business licensing service program. Confidential Licensing Information is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.

#### 3. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure, all Confidential Licensing Information received under the Agreement.

- A. Ensuring Security: Partner and Revenue shall each establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all Confidential Licensing Information received by it under this Agreement is secure from unauthorized use, access, or disclosure.
- B. Electronic Security: Partner's electronic security policies, procedures, and safeguards must be at least as stringent as those set forth in *Washington's Standard for Securing Information Technology Assets*, OCIO Standard No. 141.10, as amended from time to time.
- C. Proof of Security. Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for Confidential Licensing Information. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

#### 4. Statutory Prohibition Against Disclosure; Secrecy Affidavit.

- A. Criminal Sanctions. RCW 19.02.115 prohibits the disclosure of Confidential Licensing Information, except as expressly authorized by RCW 19.02.115. It is a misdemeanor for any person acquiring Confidential Licensing Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115. Additionally, if the person is a state officer or employee, the person must forfeit such office or employment and is incapable of holding any public office or employment in Washington for a period of two years thereafter.
- B. Partner will require employees with access to Confidential Licensing Information to sign a copy of the secrecy affidavit attached at Exhibit B.

#### 5. Authorized Use, Access, and Disclosure

- A. Permitted Uses: Confidential Licensing Information may be used for official purposes only.
- B. Permitted Access: Confidential Licensing Information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.
- C. Permitted Disclosure: Confidential Licensing Information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
  - permitted under an express disclosure exception in RCW 19.02.115;

- ordered under any judicial or administrative proceeding; or
  - otherwise expressly authorized by Revenue in writing.
- D. Public Records Requests: In the event that Partner reasonably believes that it must disclose information pursuant a Public Records Request, and Partner is prohibited from disclosing such information under the terms of this Agreement, Partner must give notice to DOR of its intention to disclose. The notice shall be provided at least 14 business days in advance of disclosure, the notice shall contain a copy of the public records request, and the notice shall reasonably identify the information that Partner believes is prohibited from disclosure under this Agreement.

#### 6. Breach of Confidentiality

In the event of any use, access, or disclosure of by Partner or its employees or agents in material violation of the confidentiality terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing Confidential Licensing Information, however, Revenue shall provide Partner with an electronic record containing all information collected for Partner's licensing or other regulatory activities in an electronic medium.

#### 7. Ownership and Retention of Records

Records furnished to Partner in any medium remain the property of Revenue. However, except as otherwise expressly provided in this Agreement, Partner may retain possession of all such records in accordance with its own electronic information and document retention policies.

\*\*\*\*end\*\*\*\*

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

A. Meeting Dates: Council Workshop: Public Hearing:  
Council Discussion Item: 4/14/14, 6/9/14 Council Business Item:

B. Issue/Topic: **Contract to Purchase Adsorption Clarifier**

C. Sponsor(s):

1. Mayor Cassinelli
- 2.

D. Background (overview of why issue is before council):

In March of 2014 the city council passed Resolution 2014-04 A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON AUTHORIZING THE PURCHASE OF AN ADSORPTION CLARIFIER/FILTER PACKAGE SYSTEM FROM WESTECH ENGINEERING, INC. BASED ON SPECIAL FACILITIES AND MARKET CONDITIONS, AND WAIVING COMPETITIVE BIDDING REQUIREMENTS

Gray & Osborne drafted a proposed agreement that was reviewed and edited by WestTech and the city attorney. (First thirty pages of procurement provisions are included. Entire document available upon request.) Department of Health has approved release of funds to initiate procurement of filter.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. Purchasing the filter directly would allow the city to be more in control of the purchase and would get the manufacturing of the filter underway.

F. Impacts:

1. Fiscal:
2. Legal: City Attorney will review the final proposed agreement prior to the mayor's signature.
3. Personnel:
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

- 1.

I. Time Constraints/Due Dates: The filter will take considerable time to manufacture.

J. Proposed Motion: **Motion to authorize the mayor to enter the agreement with WesTech for \$410,485.50 for an adsorption clarifier after review by the city attorney.**



## Elaine McMillan

---

**From:** Hafford, Leslie (DOH) [Leslie.Hafford@DOH.WA.GOV]  
**Sent:** Tuesday, June 03, 2014 2:09 PM  
**To:** Walker, Teresa (DOH)  
**Cc:** 'Nancy Lockett'; Read, Cathi (COM); Elaine McMillan  
**Subject:** RE: Ilwaco Water Treatment Plant Filter Unit Procurement

Teresa,

Thank you for the update. With your approval noted below, the City may bill for expenses incurred on the water treatment plant filter unit.

Leslie

---

**From:** Walker, Teresa (DOH)  
**Sent:** Tuesday, June 03, 2014 1:28 PM  
**To:** Hafford, Leslie (DOH)  
**Cc:** 'Nancy Lockett'; Read, Cathi (COM); Elaine McMillan  
**Subject:** FW: Ilwaco Water Treatment Plant Filter Unit Procurement

Hi Leslie,

As we discussed earlier, the City of Ilwaco decided to go out for procurement of the new filter package unit prior to issuing a new General Contract for the filtration plant. The amount specified below \$23,968 plus tax needs to be awarded to Westech (the filter manufacturer) prior to going out to bid for the General Contractor. I have reviewed the procurement plans and specifications and approve them. As this will be part of the same Project, I did not want to issue an approval letter for that one piece of the Project.

Let me know if this is acceptable to you.

Thanks!

Teresa Walker, P.E., Regional Engineer  
DOH Office of Drinking Water: SW Regional Operations, Environmental Health Division  
Phone: 360-236-3032, Fax: 360-664-8058  
After Hours Emergency Line: 877-481-4901  
[<<http://www.doh.wa.gov/ehp/dw/>>](http://www.doh.wa.gov/ehp/dw/)  
Public Health - Always Working for a Safer and Healthier Washington

---

**From:** Nancy Lockett [mailto:nlockett@g-o.com]  
**Sent:** Tuesday, June 03, 2014 12:24 PM  
**To:** Walker, Teresa (DOH)  
**Cc:** Elaine McMillan; Josef Dalaeli  
**Subject:** Ilwaco Water Treatment Plant Filter Unit Procurement

Teresa,

The City of Ilwaco has received a firm price from Westech for the Water Treatment Plant filter unit (including process controls). The amount of the contract the City will need to reimburse Westech for, prior to assigning the procurement contract to a General Contractor, is \$23,968.00 plus \$1,869.50 WSST. The services covered include Preconstruction Services such as submittal preparation, bonds and insurance. As we discussed at the Water Group Meeting you indicated you would provide an email to Leslie Hafford indicating that DOH was okay with the City proceeding with the procurement contract.

The Filter unit specs are the same as you have seen before (a copy attached). The control based on combined turbidimeter will be included in the revised general contractor specs.

Could you please send an email to Leslie so the City can get moving on the procurement contract?

Thanks, Nancy

**Nancy Lockett, P.E.** | Project Manager | 206.284.0860 p | 206.283.3206 f  
**Gray & Osborne, Inc.** | 701 Dexter Ave. N., Suite 200, Seattle, WA, 98109



Please consider the environment before printing this email.

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REQUEST FOR SOLE SOURCE

From: Daryl Gardner / Water  
Name of Department Head Dept./Division

Subject: Sole Source Request for the Purchase Of: \_\_\_\_\_  
\_\_\_\_\_ Trident® Model ½TR-420A Adsorption Clarifier/Filter Package System\_\_

REQUESTED SUPPLIER: \_\_\_\_\_ WesTech Engineering, Inc \_\_\_\_\_

REQUISITION NUMBER: \_\_\_\_\_ COST ESTIMATE: \_\_\_\_\_ of \$410,485.50 \_\_\_\_\_

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Refer to the attached sole source justification as prepared by our department, to the attached review of available products/services and to my completed Purchase Requisition.

Requestor	Mayor
	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected
_____ Signature of Requestor / Date	_____ Signature of Mayor / Date



## **SOLE SOURCE JUSTIFICATION**

**Requisition Item:** \_\_\_\_\_ Trident® Model ½TR-420A Adsorption Clarifier/Filter Package System\_\_\_\_\_

**Prior Purchase Order Number (if item had been approved previously):** \_\_\_\_\_

**1. Please describe the item and its function:**

Trident® Model ½TR-420A Adsorption Clarifier/Filter Package System as manufactured by WesTech Engineering, Inc. will optimally and efficiently operate in conjunction with the existing upflow adsorption clarifier/filter package unit at the Indian Creek Water Treatment Plant

**2. This is a sole source\* because:**

- ☐ sole provide of a licensed or patented good or service
- ☒ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- ☐ sole provider of goods and services for which the City has established a standard\*\*
- ☐ sole provider of factory-authorized warranty service
- ☐ sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- ☐ the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (please attach information on market price survey, availability, etc.)

**3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.**

As stated in her email on February 21st, 2014, Nancy Lockett, Engineer with Gray & Osborne, confirmed that the Trident adsorption clarifier would operate optimally and efficiently with the existing filter that was constructed of the same technology. Plans and specifications could be written that would only be met by this type of technology. In a letter dated February 28<sup>th</sup>, 2014, WesTech confirmed that they had the design of the existing filter and the patents on the technology to manufacturer that type of filter. Additionally, they noted they would be giving the city the consistent pricing they were offering at the time of purchase.

**4. What steps were taken to verify that these features are not available elsewhere?**

- ☐ Other brands/manufacturers were examined (please list phone numbers and names, and explain why these were not suitable)

☒ Other vendors were contacted (please list phone numbers and names, and explain why these were not suitable).

Gray & Osborne has considered various filtering technologies and recommend the upflow clarifier to work with the existing filter at the plant. The Washington State Department of Health has reviewed this decision and agreed with the purchased of the filter. Once it was determined that WestTech was the sole distributor in this area, it was determined that no other vendors would be contacted.

\*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

\*\*Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

## Elaine McMillan

---

**From:** Nancy Lockett [nlockett@g-o.com]  
**Sent:** Friday, February 21, 2014 4:54 PM  
**To:** Elaine McMillan  
**Subject:** RE: Separating the filter purchase from the bid

Elaine,

It would seem that the City could legitimately say the screening was that no other vendor has the technology that would match existing equipment. The "Trident" treatment system is proprietary (we will ask Westech whether the process is patented but I suspect it is) and no one else can match the system. The following would be met

b) it can draft legitimate specifications, to which only one vendor can successfully respond,

(c) the product is available only through one manufacturer (or distributor, and the manufacturer so certifies),

We have the bid quotes that Westech and we can ask Westech for certification that they are providing the best pricing.

It looks like the City could meet all the criteria.

Nancy

Nancy Lockett, P.E.  
Gray & Osborne, Inc.  
701 Dexter Ave N. Suite 200  
Seattle WA, 98109

Ph(206)284-0860  
Fx(206)283-3206

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-----Original Message-----

**From:** Elaine McMillan [mailto:treasurer@ilwaco-wa.gov]  
**Sent:** Friday, February 21, 2014 4:39 PM  
**To:** 'Nancy Lockett'; jdalaeli@g-o.com  
**Subject:** Separating the filter purchase from the bid

Nancy & Josef –

Before I start talking to any attorney's to confirm that they agree with what you have proposed, could please give me your responses to the sole source questions below? If we can't pass the sole source requirements, we might have a case for special market conditions.

Thanks,  
Elaine

## Bid Splitting

Municipalities may not break a public works project into separate phases or parts to avoid compliance with bidding statutes. RCW



35.22.620(3), relating to first class cities, and RCW 35.23.352(1), relating to other classes of cities and to towns, both prohibit the division of a project into units of work or classes of work to keep costs below the bidding threshold. Although the statutes only refer to public works when prohibiting bid splitting, MRSC believes that the prohibition also applies to purchases of materials, equipment, and supplies by second class cities, towns, and code cities.

The Washington Supreme Court has held that a city cannot break a public work into phases for the purpose of estimating the cost of a public works project, even though those phases are performed at different intervals of time.<sup>76</sup> Instead, a city, while completing the actual project in phases, must total the cost of all phases of the public work or purchase. If the aggregate cost exceeds the applicable bid limit, the city must bid each phase of the project even though a given phase may cost less than the bid limit.

### *Monopolies and Sole Source Bidding*

But what if specifying a particular brand means that only one bid will be received? In *Washington Fruit & Produce Co. v. City of Yakima*, 3 Wn.2d 152 (1940), the state supreme court said that cities do not need to go out for bids when the desired product is subject to a natural monopoly and advertising for bids would result in only one bid.

In that case, the city of Yakima awarded a contract to a private utility company for the maintenance of overhead electrical street lighting without calling for bids. The resolution adopted by the commissioners recited the fact that the utility company had provided Yakima with electrical service for many years and that it was the only entity then capable of providing the city with that service. Since advertising for bids in such a situation would have been futile, because it would have produced only one bid, the court held that the city did not violate the bidding requirements of its charter by not calling for bids.

Not only is there appellate case authority for purchasing without bids from a sole source, there is now also a statute, RCW 39.04.280(1)(a), that explicitly addresses the practice.<sup>51</sup> To engage in sole source bidding under this statute, the city council must either apply a previously adopted written policy or pass a resolution that states “the purchase is clearly and legitimately limited to a single source or supply.” If the city council waives the bid requirement through application of a written policy, it must, immediately following the award of the contract, set out the factual basis for the waiver.

One commentator has noted that the State Auditor’s Office will probably notice if your city makes too much use of sole source purchasing.

He gives some guidelines for its use. If there is a way to draft the specifications so that more than one respondent will reply, it is not a sole source situation. If, however,

- (a) the city department has conducted a screening process whereby it can justify purchase of a specific product,
- (b) it can draft legitimate specifications, to which only one vendor can successfully respond,
- (c) the product is available only through one manufacturer (or distributor, and the manufacturer so certifies), and

(d) the vendor certifies that the city is getting the lowest price it offers anyone, it is probably a sole source purchase.<sup>52</sup>

### *Special Market Conditions – What Are They?*

RCW 39.04.280(1)(b) also provides a “special market conditions” waiver from the bidding requirements for purchases of materials, supplies, or equipment by second class cities, towns, and code cities.<sup>53</sup> To use this exemption, a city must pass a resolution stating “the factual basis for the exception.”<sup>54</sup>

What are special market conditions? No definition is given in the statutes. Some have suggested that if supplies or used equipment are offered at a very favorable price and will be sold before a city will have a chance to complete the bidding process, there is a special market condition. However, since there have been no court cases or attorney general’s opinion on this subject, if a city wishes to invoke “special market conditions” to waive the bidding requirements, the city attorney and the auditor should be consulted.

*Elaine McMillan*

Treasurer

City of Ilwaco

P.O. Box 548

Ilwaco, WA 98624

Ph: 360-642-3145

Email: [treasurer@ilwaco-wa.gov](mailto:treasurer@ilwaco-wa.gov)



Date: 2/28/14

Attn: Josef Dalaeli, P.E.

Gray & Osborne, Inc.  
701 Dexter Ave N. Suite 200  
Seattle WA, 98109

Re: Ilwaco, WA

Dear Mr. Dalaeli :

This letter is in reponse to your recent request for additional information for this project. You wished us to address the below items:

- "Certification from Westech that they are the only manufacturer of an upflow clarifier/filter package system to match their existing Trident". WesTech Engineering Inc. Aquired Microfloc Products from Siemens in September of ,12. The existing Trident at Ilwaco is Microfloc Project No. 52000315, thus we have the engineering files for the existing unit which aids in the retrofitting of the existing unit. Also WesTech is the only manufacturer with:
  - An upflow Adsorption Clarifier with Buoyant Media that is Rolled and Scarified Media (US Patent 6391448). Note, this media is also NSF 61 certified.
  - A block underdrain system with integrated flume for distrubution of air and water in a steel tank (US Patent 6830684)
  - A stainless steel media retention plate with laser cut slots for fine media retention without the use of support gravel (US Patent 6991726)
- "Certification that Westech is charging the City the "lowest price it offers anyone" on the filter". WesTech is an equipment manufacture of custom water treatment equipment, and our offering for this project is based upon the custom spefications provided and is a fair market value for the product.

Please note our pricing has been consistent. Comparing the new Trident tank costs for the bid and the previous budget price you will notice a \$15,000 difference. But note the budget price was based upon our standard design with pneumatic valves, plus our standard 1 yr warranty, and did not include any taxes, plus note the budget price is a year old. While the specifications called for electic actuated valves, an exteneded warranty, plus in the State of Washington we need to include an exise tax. Taking these into account our pricing has been very consistent throughout this process.



Price Comparison		
	Price Issued at bid (Per section 11250)	Budget Price of 4/13* (based upon WT Standard design)
New Trident Tank	\$392,000	\$377,000
Adder to replace existing Valves	\$20,000	Not Included
Add for inlet, backwash, production flow meters plus spare transmitter	\$30,000	\$11,000 (includes only 2 inlet meters)
Adder for two new blowers	\$30,000	\$27,000
Total	\$472,000	\$415,000

\*Includes standard valves (pneumatic), standard controls, standard 1 yr warranty, & does not include any taxes

We trust this address your questions and we look forward to working with you on this project and if you have any questions please contact us.

Sincerely,



Jayme Tuomala  
Regional Product Manager – West

WesTech Engineering, Inc.  
MICROFLOC / General Filter Products  
Mobile: +1 (719) 426-1644  
Mail to: [jtuomala@westech-inc.com](mailto:jtuomala@westech-inc.com)  
[www.westech-inc.com](http://www.westech-inc.com)

# CITY OF ILWACO

PACIFIC COUNTY

WASHINGTON



## CONTRACT PROVISIONS

for

## PROCUREMENT OF FILTER EQUIPMENT SYSTEM AND SERVICES

FUNDED IN PART BY THE WASHINGTON STATE DEPARTMENT OF HEALTH  
SAFE RELIABLE DRINKING WATER GRANTS PROGRAM AS PART OF THE 2012  
JOBS NOW ACT

G&O #12555  
MAY 2014



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS

# CITY OF ILWACO

PACIFIC COUNTY

WASHINGTON



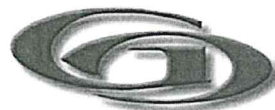
## CONTRACT PROVISIONS

for

## PROCUREMENT OF FILTER EQUIPMENT SYSTEM AND SERVICES



G&O #12555  
MAY 2014



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS



**CONTRACT PROVISIONS**  
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**PROCUREMENT OF FILTER EQUIPMENT SYSTEM AND SERVICES**

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**PART 1**

**BID DOCUMENTS**

## **BIDDER'S CHECKLIST**

### **1. REQUIRED FORMS**

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 - P-4)

### **2. AGREEMENT FORMS**

The following forms (a., b. and c.) are to be executed and the following Certificates of Insurance (d.) are to be provided after the Contract is awarded and prior to Notice to Proceed.

- a. Agreement (Pages A-1 - A-3)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-2)
- d. Certificate of Insurance



# **PROCUREMENT OF FILTER EQUIPMENT SYSTEM AND SERVICES**

## **PROPOSAL**

City of Ilwaco  
120 First Avenue North  
Ilwaco, Washington 98624

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

The Owner will construct improvements to the existing City of Ilwaco Water Treatment Plant (WTP) in a project known as Water Treatment Plant Improvements. This Contract will be used to provide Preconstruction Services, Filter System Equipment Supply, Construction Services, and Post Construction Services. The portion of the Contract for Equipment Supply, Construction Services, and Post Construction Services will be assigned to the Construction Contractor (hereinafter called the General Contractor), to be selected later. The amount set forth in Bid Item No. 2 will be included as a Bid Item in the Contract Documents for the WTP Improvements Project, which is expected to be awarded by December 31, 2014.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

**The undersigned also agrees that the Owner shall assign that part of the Contract covering work in Bid Item No. 2 to the General Contractor, and the amount set forth in Bid Item No. 2 will be included as a bid item in the Contract Documents for construction of the Water Treatment Plant Improvements.**

**PROPOSAL - Continued**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Preconstruction Services	1 LS	\$_____	\$_____
2.	Filter System: Equipment Supply, Construction Services, and Post Construction Services	1 LS	\$_____	\$_____

Washington State Sales Tax (7.8%): .....\$\_\_\_\_\_

TOTAL COST: .....\$\_\_\_\_\_

**Note: A bid must be received on all items.**

**PROPOSAL - Continued**

**ALTERNATES TO BID ITEMS**

Bidders shall use this page to submit proposals on any alternate types of equipment or materials that bidders recommend the Owner consider using. The Owner shall have complete discretion on whether to use any alternates, and the Owner's decision shall not be subject to challenge.

<b>Alternate to Bid Item No.</b>	<b>Item</b>	<b>Manufacturer</b>	<b>Amount Bid</b>

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Contact Person for this Project: \_\_\_\_\_

E-mail: \_\_\_\_\_

The Supplier must provide design submittals in accordance with the Schedule in the Contract (Specification Section 01300-3.4). The Filter System Equipment must be delivered to the General Contractor (FOB shipping point, freight prepaid) no later than January 31, 2015 or 16 weeks from Notice to Proceed with Equipment Fabrications, whichever occurs last.

The Owner and the Supplier recognize that time is of the essence and that the owner will suffer financial loss if the work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Supplier agree that as liquidated damages for delay, and not as a penalty, the Supplier shall pay the Owner \$500.00 (USD) for each calendar day of unexcused delay that occurs after the Contract time specified in Specification Section 01300-3.4 for each design submittal delivery work. In addition, liquidated damages in the amount of \$1,000.00 (USD) per day shall be charged to the Supplier for each and every calendar day required beyond the latter of 16 weeks



**PROPOSAL - Continued**

from Notice to Proceed with Equipment Fabrication and January 31, 2015, for delivery of the Filter System Equipment. A maximum of 10 percent of the Supplier's contract value may be assessed as liquidated damages.

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

The undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.
2. That by signing the signature page of this Bid, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Very truly yours,

\_\_\_\_\_  
Print Company Name

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **PART 2**

### **AGREEMENT AND BONDS**

## **AGREEMENT**

THIS AGREEMENT is entered into by and between the **CITY OF ILWACO** (hereinafter called the Owner) and \_\_\_\_\_ (hereinafter called the Supplier).

The Owner and the Supplier agree as follows:

### **ARTICLE 1. WORK.**

The Owner will construct improvements to the existing City of Ilwaco Water Treatment Plant (WTP) in a project known as Water Treatment Plant Improvements. This Contract will be used to provide Preconstruction Services, Filter System Equipment Supply, Construction Services, and Post Construction Services. The portion of the Contract for Equipment Supply, Construction Services, and Post Construction Services will be assigned to the Construction Contractor (hereinafter called the General Contractor), to be selected later. The amount set forth in Bid Item No. 2 will be included as a Bid Item in the Contract Documents for the WTP Improvements Project, which is expected to be awarded by December 31, 2014.

### **ARTICLE 2. CONTRACT TIME.**

The Supplier must provide design submittals in accordance with the Schedule in the Contract (Specification Section 01300-3.4). The Filter System Equipment must be delivered to the General Contractor (FOB shipping point, freight prepaid) no later than January 31, 2015 or 16 weeks from Notice to Proceed with Equipment Fabrications, whichever occurs last.

### **ARTICLE 3. LIQUIDATED DAMAGES.**

The Owner and the Supplier recognize that time is of the essence and that the owner will suffer financial loss if the work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Supplier agree that as liquidated damages for delay, and not as a penalty, the Supplier shall pay the Owner \$500.00 (USD) for each calendar day of unexcused delay that occurs after the Contract time specified in Specification Section 01300-3.4 for each design submittal delivery work. In addition, liquidated damages in the amount of \$1,000.00 (USD) per day shall be charged to the Supplier for each and every calendar day required beyond the latter of 16 weeks from Notice to Proceed with Equipment Fabrication and January 31, 2015, for delivery of the Filter System Equipment. A maximum of 10 percent of the Supplier's contract value may be assessed as liquidated damages.



#### **ARTICLE 4. CONTRACT PRICE.**

The Owner shall pay the Supplier the amount set forth in Bid Item No. 1 in the Proposal for completion of the Work for Preconstruction Services in accordance with the Contract. The Owner will pay the General Contractor the amount set forth in Bid Item No. 2 in the Proposal for completion of the Work for Equipment Supply, Construction Services, and Post Construction Services in accordance with the Contract. The General Contractor will be required to pay the Supplier, as a requirement of the Contract Documents for the WTP Improvements Project, the amount set forth in Bid Item No. 2 in the Proposal for completion of the Work for Equipment Supply, Construction Services, and Post Construction Services in accordance with the Contract.

#### **ARTICLE 5. CONTRACT.**

The Contract, which comprises the entire agreement between the Owner and the Supplier concerning the Work, consists of the following:

- This Agreement;
- The Supplier's Proposal including the bid, bid schedule(s), information required of bidder and all required certificates and affidavits;
- The Contract Provisions, including 2014 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of \_\_\_\_\_ sheets, as listed in the index on sheet \_\_\_\_\_ of the Plans;
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

#### **ARTICLE 6. MISCELLANEOUS.**

The Supplier specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Supplier.  
\_\_\_\_\_(Supplier's initials)

The Supplier shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Supplier-assignor from any duty or responsibility under the Contract.

AGREEMENT – Continued

The Contract is binding upon the Owner and the Supplier, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Supplier have caused this Agreement to be executed the day and year first above written.

**CITY OF ILWACO**

**SUPPLIER**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Name and Address for giving notices (print)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PERFORMANCE BOND  
to CITY OF ILWACO, WA**

Bond No. \_\_\_\_\_

The **CITY OF ILWACO**, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as Procurement of Filter Equipment System and Services in Ilwaco, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney, City of Ilwaco

\_\_\_\_\_  
Date



**PUBLIC WORKS PAYMENT BOND**  
**to CITY OF ILWACO, WA**

Bond No. \_\_\_\_\_

The **CITY OF ILWACO**, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as Procurement of Filter Equipment System and Services in Ilwaco, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney, City of Ilwaco

\_\_\_\_\_  
Date

## **PART 3**

### **GENERAL CONDITIONS**

# GENERAL CONDITIONS

## FOR PROCUREMENT OF EQUIPMENT AND MATERIALS

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# **GENERAL CONDITIONS**

## **FOR PROCUREMENT OF EQUIPMENT AND MATERIALS**

### **SECTION 1 - GENERAL INFORMATION APPLICABLE TO PROPOSAL AND CONTRACT**

#### **1.01 DEFINITIONS AND TERMINOLOGY**

The following terms are abbreviated and defined as they are used in the Contract. When used in the Proposal form to denote items of Work and units of measurements, abbreviations mean the full expression of the abbreviated term.

#### **1.02 ABBREVIATIONS AND TERMINOLOGY**

##### **1.02.1 REFERENCED STANDARDS AND CODES**

The following is a partial list of specifications and codes that may be referenced in sections of the Contract. The Supplier shall be responsible for conducting its Work and carrying out its operations and furnishing equipment in accordance with the latest edition or versions, in effect at the time of bid opening, of any applicable specified portions of the referenced standards and codes.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AFBMA	Anti-friction Bearing Manufacturing Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society Mechanical Engineers
ASNT	American Society for Nondestructive Testing



ASTM	American Society for Testing and Material
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CLI	Chain Link Institute
CRAB	County Road Administration Board
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Associations
CSI	Construction Specifications Institute
DIPRA	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
ETL	Electrical Testing Laboratories
FHWA	Federal Highway Administration
FM	Factory Mutual
FSS	Federal Specifications and Standards, General Services Administration
HUD	United State Department of Housing and Urban Development
IBC	International Building Code
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers
IES	Illumination Engineering Society
IMSA	International Municipal Signal Association
IPC	International Plumbing Code
ISA	Instrumentation Society of America
JIC	Joint Industry Conference Electrical Standards for Industrial Equipment
LID	Local Improvement District
LPI	Lightning Protection Institute
MSHA	Mine Safety and Health Act
MSS	Manufacturer's Standardization Society of the Valve and Fitting Industry
MUTCD	Manual on Uniform Traffic Control Devices
NCMA	National Concrete Manufacturer's Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NRMCA	National Ready Mix Concrete Association
OMWBE	Office of Minority and Women's Business Enterprises
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PPI	Plastic Pipe Institute
P/PCI	Precast/Prestressed Concrete Institute
RCW	Revised Code of Washington
SAE	Society of Automotive Engineers
SEPA	State Environmental Policy Act
SIES	Specifications and Illuminating Engineering Society

SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratory
ULID	Utility Local Improvement District
UMTA	Urban Mass Transit Administration
WABO	Washington Association of Building Officials
WAC	Washington Administrative Code
WCLIB	West Coast Lumber Inspection Bureau
WISHA	Washington Industrial Safety and Health Administration
WRI	Wire Reinforcement Institute
WSDL&I	Washington State Department of Labor and Industries
WSDOE	Washington State Department of Ecology
WSDOT	Washington State Department of Transportation
WWPA	Western Wood Products Association

### **1.02.2 TERMINOLOGY**

The use of pronouns of any gender in these General Conditions shall include pronouns of all genders, as applicable.

The terms "provide," "furnish" and "install" are used interchangeably in the Contract and mean that the Supplier shall supply and deliver those item(s) described unless specifically noted otherwise.

### **1.02.3 ITEMS OF WORK AND UNITS OF MEASUREMENT**

AC	Asbestos Cement Pipe
Agg.	Aggregate
Al.	Aluminum
ATB	Asphalt Treated Base
BST	Bituminous Surface Treatment
CB	Catch Basin
Cfm	Cubic Feet per Minute
Cfs	Cubic Feet per Second
Cl.	Class
CMP	Corrugated Metal Pipe
Comb.	Combination
Conc.	Concrete
CPEP	Corrugated Polyethylene Pipe
Crib.	Cribbing
Culv.	Culvert
Cy or Cu. Yd.	Cubic Yard(s)
Dia.	Diameter
DI	Ductile Iron
DIM	Dimension
EA	Each
EL	Elevation

Est.	Estimate or Estimated
Excl.	Excluding
F	Fahrenheit
FIG	Figure
Ft.	Foot or Feet
GALV	Galvanized
Gph	Gallon(s) per Hour
Gpm	Gallon(s) per Minute
HDPE	High Density Polyethylene
HMA	Hot Mix Asphalt
HR	Hour
Hund.	Hundred
In.	Inch or Inches
Incl.	Including
L	Liter
Lb.	Pound(s)
LF or Lin. Ft.	Linear Foot (Feet)
LS	Lump Sum
M	Thousand
MBM	Thousand Feet Board Measure
Pres.	Pressure
PSI	Pounds per Square Inch
PSF	Pounds per Square Foot
PVC	Polyvinyl Chloride
QTY	Quantity
Reg.	Regulator
Reinf.	Reinforced, Reinforcing
SF	Square Foot (Feet)
Sec.	Section
SL	Slope
St.	Street
Stl.	Steel
SST	Stainless Steel
Str.	Structural
Sy or Sq. Yd.	Square Yard(s)
Th.	Thick or Thickness
TN	Ton
Tr.	Treatment
TYP	Typical
VC	Vitrified Clay



### **1.03 DEFINITIONS**

#### **ACCEPTANCE**

The formal action by Owner or Owner's governing body as provided in RCW 39.08 and RCW 60.28.

#### **ADDENDUM**

A written or graphic document issued to all Bidders prior to bid opening and identified as an addendum, which clarifies, modifies or supplements the bid documents and becomes part of the Contract.

#### **AWARD**

The formal decision of the Owner awarding the Contract to the lowest or most favorable responsible and responsive Bidder for the Work.

#### **BIDDER**

A natural person or legal entity (e.g., partnership, corporation, limited liability company, firm, or joint venture) submitting a proposal or bid.

#### **BUSINESS DAY**

A business day is any day from Monday through Friday, except holidays, as listed in Section 3.04.14.

#### **CLERK**

The duly elected or appointed Clerk of the Commission, Council, or Board of Directors of the Owner.

#### **COMMISSION, COUNCIL, OR BOARD OF DIRECTORS**

The duly elected or appointed Council, Commission, or Board of Directors of the Owner.

#### **CONTRACT**

The written agreement between the Owner and the Supplier. It describes, among other things:

1. What work will be done, and by when;
2. Who will provide labor and materials; and
3. How Supplier will be paid.

The Contract includes: the agreement form, Bidder's completed Proposal form, Call for Bids, all required certificates and affidavits, Performance and Public Works Payment Bonds, Contract Provisions, Contract Plans, Standard Plans, and all Addenda and Change Orders executed pursuant to the provisions of the Contract.

## **CONTRACT BOND**

The approved form of security furnished by the Supplier and the Supplier's Surety as required by the Contract, that guarantees performance of all the Work required by the Contract and payment to anyone who provides supplies or labor for the performance of the Work.

## **CONTRACT PROVISIONS**

A publication addressing the work required for an individual project. At the time of the call for bids, the contract provisions may include, for a specific individual project, general conditions, supplemental general conditions, specifications, a listing of the applicable standard plans, the prevailing minimum hourly wage rates, and an informational proposal form with the listing of bid items. The proposed contract provisions may also include, for a specific individual project, various required certifications or declarations. At the time of the contract execution date, the contract provisions include the proposed contract provisions and include any addenda, a copy of the agreement form, and a copy of the proposal form with the contract prices and extensions.

## **CONTRACT TIME**

Contract time shall mean the number of calendar days stated in the Contract for completion of the Work or specified portions thereof.

## **DATES**

**Substantial Completion Date** is the day that the Engineer determines the Owner has full and unrestricted use and benefit of the Work, from both an operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total Work.

**Physical Completion Date** is the day that the Engineer determines that all of the Work required by the Contract is physically completed and the Owner has received from the Supplier all required record drawings, operation and maintenance manuals, manufacturers' affidavits, and software and programming.

**Contract Completion Date** is the day when all of the Work and all the obligations of the Supplier under the Contract are fulfilled by the Supplier. All documentation and other

items required by the Contract and required by law shall be furnished by the Supplier before establishment of this date.

**Final Acceptance Date** is the date on which the Owner accepts the work as complete.

#### **NOTICE TO PROCEED**

The written notice from the Owner or Engineer to the Supplier authorizing and directing the Supplier to proceed with the Work and establishing the date on which the Contract Time begins.

#### **OWNER**

The government entity or agency that awards the contract to the Supplier and is responsible for the execution and administration of the Contract.

#### **CONTRACT PLANS (PLANS OR DRAWINGS)**

The Contract Plans (or drawings) are those plans, drawings or other illustrations and all addenda and revisions, whether issued before or after the award of the contract to Supplier, which show location, character, and dimensions of the Work, including layouts, profiles, cross-sections and other details.

#### **PROJECT ENGINEER/ENGINEER**

The Owner's representative who administers the construction program for the Owner.

#### **PROPOSAL (or BID)**

A Bidder's offer, on a properly completed Proposal form, to perform the Work required by the Contract.

#### **SPECIFICATIONS**

Written provisions describing the Work and requirements thereof.

#### **SUBCONTRACTOR**

A natural person, or entity (e.g., partnership, corporation, limited liability company, firm or joint venture) to which the Supplier sublets a portion of the Work.

#### **SUPPLEMENTARY GENERAL CONDITIONS**

That part of the Contract amends or supplements these General Conditions.



**SUPPLIER**

The natural person(s) or legal entity (e.g., partnership, corporation, limited liability company, firm, joint venture) awarded the contract to perform the Work pursuant to the Contract Documents.

**WORK**

The provision of all labor, materials, tools, equipment, supervision and other things needed to complete the project in full accordance with the Contract Documents.

**WORKING DRAWINGS**

Shop drawings, shop plans, erection plans, falsework plans, framework plans, cofferdam, cribbing and shoring plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, that the Supplier must submit to the Engineer for approval.

## **SECTION 2 - INSTRUCTIONS FOR PREPARATION OF PROPOSAL (OR BID)**

### **2.01 BID PROCEDURES AND CONDITIONS**

#### **2.01.1 QUALIFICATIONS OF BIDDERS**

Where applicable and required, Bidders shall provide all requested information relating to experience, financing, equipment, and organization relating to their ability to properly perform the Work. The Owner reserves the right to take whatever action it deems necessary to ascertain the responsibility of the Bidder and the ability of the Bidder to perform the Work satisfactorily.

#### **2.01.2 CONTRACT PROVISIONS AND/OR CONTRACT PLANS**

Contract Provisions and/or Contract Plans are on file in the offices of the Owner and the Engineer, Gray & Osborne, Inc. After award of the Contract, five sets of Contracts will be issued without charge to the Supplier. Additional sets of Contracts may be purchased from the Owner by the Supplier.

#### **2.01.3 ESTIMATED QUANTITIES**

The quantities shown in the Proposal form are estimates and are stated only for bid comparison purposes. The Owner does not warrant, expressly or by implication, that the actual quantities will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item of Work satisfactorily completed in accordance with the requirements of the Contract.

#### **2.01.4 EXAMINATION OF CONTRACT**

##### **2.01.4(1) General**

Bidders shall satisfy themselves by personal examination of Contract Provisions of the proposed equipment, and by any other examination and investigation which they may desire to make as to the accuracy of the estimate of quantities, the nature of the Work and the difficulties to be encountered. Bidders shall review the entire Contract to ensure that the completeness of their Proposal includes all items of Work regardless of where shown in the Contract. Bidders are cautioned that alternate sources of information (copies of the Contract obtained from third parties) are not necessarily an accurate or complete representation of the Contract. Bidders shall use such information at their own risk.

Bidders shall be familiar and comply with all applicable federal, state, and local laws, ordinances, and regulations in any way applicable to the performance the Work. Bidders are responsible for familiarizing themselves with all current state and federal wage rates applicable to the Work and its duration before submitting a Proposal based on the Contract Provisions. Any wage determination contained in the Contract is for the Bidder's general information only and is not warranted to be complete or accurate. The Owner will not consider any plea of misunderstanding or ignorance of such requirements. Bid prices shall reflect what the Bidder

has determined to be the total cost of completing the Work, including but not limited to: construction methods, materials, labor, administrative costs, any and all applicable taxes, and equipment. Except as the Contract may provide, the Bidder to which the contract is awarded shall receive no payment for any costs that exceed those set forth in the Proposal.

#### **2.01.4(2) Interpretation of the Contract Provisions**

If any Bidder desires interpretation or clarification of the Contract Provisions, the Bidder must make a written request to the Engineer for such clarification or interpretation prior to the submission of a Proposal. If the Engineer determines that the Contract Provisions do not require interpretation or clarification, the Engineer will so notify the Bidder making the request. All interpretations and clarifications made by the Engineer will be by written addendum to all planholders of record, and a copy of the addendum will be filed in the office of the Owner. Neither the Owner nor the Engineer will be responsible for any interpretation, clarification or explanation of the Contract Provisions that is not set forth in a written addendum to all planholders of record, and Bidders shall not under any circumstances rely on any other interpretation, clarification or explanation.

#### **2.01.4(3) Availability of Specified Items**

Prior to submitting a Proposal, all Bidders shall verify that all items necessary to complete the Work will be available in time to allow the Work to be completed within the Contract Time. In the event that one or more items may not be available to allow the Work to be completed within the Contract Time, the Bidder shall notify the Engineer in writing prior to submitting a Proposal. Responsibility for delays and related costs because of non-availability of items necessary to complete the Work shall be borne by the Supplier.

#### **2.01.5 NOT USED**

#### **2.01.8 PROPOSAL**

- (1) Proposals shall be submitted on the Proposal form included in the Contract Provisions. All Proposals shall be completed, signed by an authorized person and dated. To be considered by the Owner as a responsive Proposal, the Bidder must bid on all Additive or Alternate items set forth in the Proposal form, unless otherwise specified in the Contract Documents.
- (2) To be responsive, a Proposal must state that it will remain valid for a period of 60 days following the date of Proposal opening. In the event that a conflict in this duration appears elsewhere in the Contract Provisions, the longest duration shall apply.
- (3) All prices set forth on the Proposal form shall be legible and either be written in ink or typed. In the space provided on the Proposal form, Bidders shall identify all Addenda that have been received. The Proposal, Bid bond, and all other



certificates, forms or other documents required by the Contract Provisions to be executed and delivered with the Proposal shall be submitted in a sealed package, addressed to the Owner, and plainly marked "Proposal for \_\_\_\_\_ (insert name of project as shown on the Proposal) to be opened on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_," (insert the day, month and year shown in the published bid notice). The Owner will not consider any Proposal received after the time established for opening Proposals.

- (4) After opening and reading Proposals, the Owner will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit, converted to the actual extension, will control. The total extensions, corrected where necessary, will be used by the Owner for comparison and award purposes and to establish the amount of the Contract price and the Supplier's Performance and Public Works Payment Bonds.

#### **2.01.7 MODIFICATION OF PROPOSAL**

A modification of a Proposal will be considered only if the modification is received prior to the time announced for the opening of Proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal. No oral, telegraphic, telephonic, facsimile or e-mail proposals or modifications will be considered.

#### **2.01.8 DISQUALIFICATION OF BIDDERS**

1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Owner is not used or is altered;
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable;
  - h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable;
  - i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - j. More than one proposal is submitted for the same project from a Bidder under the same or different names.